



# LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

William Berg, City Council President

Jeremy Pelletier, City Clerk

## CITY COUNCIL WORK SESSION AGENDA

City Council Work Room, 38 Hawley Street, Binghamton

Monday May 4, 2015

*The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.*

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	<b>Discussion:</b> Raising funds and setting up bank account for Binghamton Human Rights Commission	-----	Sean Massey
6:15pm	Planning	Webb	<b>RL 15-86:</b> Sale of 126 Eldredge St. to Hudson Realty LLC	93-94	Sarah Campbell
	Planning	Webb	<b>RL 15-87:</b> Sale of water St. Public Right of Way	95-99	
6:30pm	PW/Parks	Motsavage	<b>RL 15-84:</b> Amendments to rules and regulations relating to the BJCJSTP	8-55	Ed Crumb, Charles Pearsall
6:45pm	Employees	Webb	<b>RL 15-85:</b> Police Benevolent Association Contract	56-92	Trish Keppler
7:00pm	Planning	Webb	<b>RL 15-88:</b> Citizen Participation Plan under the CDBG-DR program	100-108	Richard Perkins
	Planning	Webb	<b>RL 15-89:</b> Adopting a policy for procurement of goods under the CDBG-DR program	109-111	
7:15pm	PW/Parks	Motsavage	<b>RL 15-83:</b> Amending BJCJSTP IMA	5-7	Jared Kraham
7:30pm	-----	-----	<b>Discussion:</b> Spring Cleanups	-----	Councilman Papastrat
7:45pm	MPA	Rennia	<b>RL 15-82:</b> Confined space rescue agreement with JSTP	2-4	Jeremy Pelletier
	Planning	Webb	<b>RL 15-47:</b> Donation of 5 Williams Place	1	
8:00pm	-----	-----	<b>Discussion:</b> Review of Mayoral appointment to Binghamton Human Rights Commission	112	Council President Berg
	-----	-----	<b>Discussion:</b> Review of Committee Reports & Pending Legislation	-----	

## COMMITTEE REPORTS

**Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo**

Potential amendments to the City of Binghamton's noise ordinance regulations.

**Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko**

Review the Traffic Signal Removal Study.

**Employees Committee: Webb (Chair), Motsavage, Papastrat**

Review City's sexual harassment policy



# Legislative Branch

RL Number: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

**City Clerk, City Hall, Binghamton, NY 13901 607-772-7005**

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** \_\_\_\_\_

**Title/Department:** \_\_\_\_\_

**Contact Information:** \_\_\_\_\_

### RL Information

**Proposed Title:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Suggested Content:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Additional Information**

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

### **OFFICE USE ONLY**

**Mayor:** \_\_\_\_\_

**Comptroller:** \_\_\_\_\_

**Corporation Counsel:** \_\_\_\_\_

Finance ☐ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



# Legislative Branch

RL Number:  
R15-82  
Date Submitted:  
9/27/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

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### Applicant Information

Request submitted by: Daniel L. Thomas

Title/Department: Fire Chief / Fire Department

Contact Information: Fire Administration 772-7016

### RL Information

Proposed Title: A Resolution Authorizing The Mayor To Enter Into An Agreement With The  
Binghamton - Johnson City Joint Sewage Board For Emergency Confined Space Rescue.

Suggested Content: The Binghamton Fire Department provides emergency confined space rescue.  
Binghamton-Johnson City Joint Sewage Board has requested that we enter into a contract with them to  
provide these services. The Fire Department has provided these services to the JSTP since May 2009  
and is willing to continue in accordance with the attached contract.

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R12-52

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

# MUNICIPAL COOPERATION AGREEMENT FOR EMERGENCY CONFINED SPACE RESCUE

## PARTIES:

Binghamton Johnson City Joint Sewage Board ("the Board")  
4480 Old Vestal Road  
Vestal, New York 13850

and

City of Binghamton ("the City")  
City Hall  
38 Hawley Street  
Binghamton, NY 13901

## RECITALS:

- The Binghamton Johnson City Joint Sewage Board ("Board") operates the Binghamton Johnson City Joint Sewage Treatment Plant ("the Plant") at 4480 Old Vestal Road and 3936 Gates Road, both in the Town of Vestal, and desires to provide for first responder rescue in any emergency confined space situation.
- The City has a professional fire department which can provide emergency confined space rescue services in compliance with Title 29 Code of Federal Regulations Part 1910.146.

## THE PARTIES AGREE AS FOLLOWS:

1. Emergency Confined Space Rescue. The City agrees to provide apparatus, appliances and rescue personnel for the furnishing of confined space rescue to the property when notified by telephone, or any other manner of a confined space emergency within the property, except when required personnel and/or resources are already committed to an active call elsewhere, in which case requested assistance will be provided as soon as practicable thereafter. The City will then respond to the emergency without delay and with apparatus, appliances and rescue personnel, and the City will diligently, in every way reasonable, rescue entrapped personnel.

Furthermore, the City's rescue team will conduct on site rescue training at least once a year.

2. Term of Agreement. This Agreement shall run for a period of one (1) year from June 1, 2015, to May 31, 2016, unless terminated as provided herein.
3. Termination of Agreement. This Agreement may be terminated by either party by giving written notice thirty (30) days prior to the annual anniversary agreement date.



4. Consideration. In consideration of furnishing such protection, the Board will pay the City as follows:

June 1, 2015 – May 31, 2016 - \$4,400

Said payment shall be made upon execution of this contract. In addition, should the City's rescue team be called to the site for an actual emergency, the Board will pay the City the sum per hour, one hour minimum, with a pro-rated charge for each additional fifteen minute period that the rescue team is requested to respond, as follows:

June 1, 2015 – May 31, 2016 - \$770 per hour

5. Liability. The Board agrees to indemnify and hold the City harmless from any damage, claim or liability, including personal injuries, damage to the Property, the costs and expenses of litigation and reasonable attorney's fees, in relation to the services provided by the City hereunder.

The parties have caused this agreement to be signed by its representatives, after approval by the Board on May \_\_\_, 2015, and legislative action by the City which occurred at a duly noticed meeting on May 20, 2015.

CITY OF BINGHAMTON

By: \_\_\_\_\_  
Richard C. David, Mayor

Dated: \_\_\_\_\_

BINGHAMTON-JOHNSON CITY  
JOINT SEWAGE BOARD

By: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_



# Legislative Branch

RL Number:

15-83

Date Submitted:

9/29/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

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### Applicant Information

Request submitted by: Jared Kraham

Title/Department: Executive Assistant to the Mayor

Contact Information: 607-772-7001

### RL Information

Proposed Title: An Ordinance to amend the Binghamton/Johnson City Joint Sewage Treatment Plant Intermunicipal Agreement.

Suggested Content: To be drafted by Corporation Counsel

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input checked="" type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

April 21, 2015

Mayors, City Council, and Board of Trustees,

Below is the proposed amendment to the Master IMA and IMA No. VIII regarding Lead Agency and retaining Gary Holmes to continue on the Phase III Remedial Project. Since the IMA does not provide for reimbursement of City expenses and the City needs to have an employee making decisions, the intent is to hire Gary as a City employee and charge the cost to the flood and non-flood budget lines funded by the bonds and EFC. A breakdown of the costs is at the bottom.

The City is requesting that this be acted upon asap. Because of retirement issues, Gary's last day was last Friday and the project must keep moving forward.

Pursuant to the Master IMA, Section 31, Modifications, the Council for the City of Binghamton hereby agrees to amend IMA No. VIII, paragraph 6, as follows:

6. There is no compensation for being Lead Agency. Any other costs incurred for service as Lead Agency cannot be charged to the Phase III Remedial Project, the Sewage Board, or the Village of Johnson City. This would not preclude the City from applying for and accepting grant funds to offset the administrative costs incurred by it as Lead Agency, or from pursuing claims for recovery of such costs from appropriate parties other than the Village and the Sewage Board, including through litigation.

ADD: Notwithstanding the forgoing, the City may retain the services of Gary Holmes, a professional engineer, as an employee of the City of Binghamton as a "Project Manager" for the Phase III Remediation Project. Mr. Holmes will maintain hourly time records. He will be paid \$75 per hour and otherwise receive benefits from the City of Binghamton commensurate with his position. That the total compensation paid to Mr. Holmes in 2015 will not exceed \$72,000, including benefits, and in 2016 will not exceed \$100,000, including benefits. The cost of Mr. Holmes' services may be paid by the City in the first instance, but will be included in the project budget for the Phase III Remediation Project, budget lines HX8150.500100.J11FF (Flood) and HX8150.500100.J11NN (Non-Flood). That Mr. Holmes will be employed by the City of Binghamton in this position for not more than 18 months. The Owners agree to amend the authorizing Bond Ordinances for this purpose, if necessary.

Cost:

Part Time Project Manager

Hours per week	20	
Wage per Hour	75	
Remainder of 2015	57,000	38 weeks
Fica	4,361	
Health	9,757	8 months

WC	160
Unemployment	100

Total Cost 2015	<u>71,377</u>
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Annualized		
Hours per week	20	
Wage per Hour	75	
Full year costs	78,000	52 weeks
Fica	5,967	
Health	15,368	5% increase
WC	218	
Unemployment	125	

Twelve month cost	<u>99,678</u>
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# Legislative Branch

RL Number:

B-84

Date Submitted:

4/30/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

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### Applicant Information

Request submitted by: Binghamton-Johnson City Joint Sewage Board

Title/Department:

Contact Information: POC: George Kolba, Jr., Chairman (754-8787)

to be presented by: Board Member Edward Crumb and Business Manager Charles Pearsall

### RL Information

Proposed Title: A RESOLUTION APPROVING AMENDMENTS TO THE RULES AND REGULATIONS RELATING TO USE OF THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT.

Suggested Content:

(please see proposed legislation wording attached)

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

### OFFICE USE ONLY

Mayor:

Comptroller:

Corporation Counsel:

Finance ☐

Planning ☐

MPA ☐

PW/Parks ☐

Employees ☐

Rules/Special Studies ☐

**ATTACHMENTS TO REQUEST FOR LEGISLATION:  
A RESOLUTION APPROVING AMENDMENTS TO THE  
RULES AND REGULATIONS RELATING TO USE OF THE  
BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT**

- overview presentation – adapted from 04/09/15 Steering Committee meeting (9 pages)
- proposed wording for City Council Resolution (1 page)
- receipt-stamped cover letter filing adopted Amendments (2 pages)
- copy of Certificate of Resolution Amending the *Rules and Regulations* (32 pages)
- Section 3.10 of the *Rules and Regulations* describing the amendment process (2 pages)

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**ADDITIONAL DOCUMENT RESOURCES AVAILABLE AT THE INTERNET LINKS SHOWN:**

“redline” comparison for Amendment 2015-2\* (Definition Amendments)

<http://tinyurl.com/BgmJC-JSB2015-2redline>

“redline” comparison for Amendment 2015-3 (Prohibited Discharges Amendment)

<http://tinyurl.com/BgmJC-JSB2015-3redline>

“redline” comparison for Amendment 2015-5 (*New/Modified Sewer Connection Application Program*)

<http://tinyurl.com/BgmJC-JSB2015-5redline>

► Deletions from current template Application Form

<http://tinyurl.com/BgmJC-JSBappFormDeletions>

► Additions to current template Application Form

<http://tinyurl.com/BgmJC-JSBappFormAdditions>

“redline” comparison for Amendment 2015-6 (*Section 12.05.03 and Table 12.05.03-1*)

<http://tinyurl.com/BgmJC-JSB2015-6redline>

“redline” comparison for Amendment 2015-7 (*Infiltration/Inflow Offset Program*)

<http://tinyurl.com/BgmJC-JSB2015-7redline>

Legal Advertisement for April 14, 2015 Public Hearing

► as published March 16, 2015: <http://tinyurl.com/BgmJC-JSB150316ad>

► as published March 22, 2015: <http://tinyurl.com/BgmJC-JSB150322ad>

Appendix B (Conversion Factors) to the *Design Standards for Intermediate Sized Wastewater Treatment Systems (2014)* released by the New York State Department of Environmental Conservation March 5, 2014 (page 223 [Appendix B-1]) – incorporated into Amendment 2015-2  
<http://tinyurl.com/DEC140305conversionFactors>

March 12, 2015 transmittal letter to New York State Department of Environmental Conservation (NYS-DEC) regarding the Amendments related to the *Flow Management Plan for the Binghamton-Johnson City Joint Sewage Treatment Facilities* (as to which the NYS-DEC was entitled to a 30-day comment period and subsequently responded that the Department had no comments or concerns).  
<http://tinyurl.com/BgmJC-JSB150312LetterToDEC>

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\* - because Amendments 2015-1 and 2015-4 add new sections/wording, there is no corresponding redline comparison.

# Amendments to Regulations (adopted 04/14/15)

- How are these Amendments organized?

(pp. 4- 8) ▶ 2015-1: Procedures for External SEQR and 239 Reviews

(pp. 9-16) ▶ 2015-2: Definitions

(page 17) ▶ 2015-3: Article 5 (change to Prohibited Discharges re pH)

(page 18) ▶ 2015-4: Article 6 (adds Recordkeeping Requirement for Industrial Users holding Discharge Permits)

(pp. 19-22) ▶ 2015-5: Article 12 (New/Modified Sewer Connection Application Program) & revised Application Form

(pp. 23-28) ▶ 2015-6: Replaces Table 12.05.03-1 in Article 12 with Table B-3 of DEC's 2014 *Design Standards*

(pp. 29-32) ▶ 2015-7: Article 13 (W Offset Program)

## Amendments to Regulations (continued)

- **Why have these Amendments been adopted?**
  - ▶ EPA requirement for some changes related to Industrial Wastewater Pretreatment Program
  - ▶ More closely parallel the *Ten States Standards'* guidance
  - ▶ Address some gaps, ambiguities, as well as Municipal User input
  - ▶ Clarify New/Modified Sewer Connection Application and I/I Offset requirements in relation to "peaking factor" – maintain 1:1 offset based on "average daily flow volume" (which includes/accounts for the daily/diurnal peak flow from a property)
  - ▶ Promote internal consistency and improve clarity
  - ▶ Enhance Municipal User collection system longevity



## **Amendments to Regulations (continued)**

- **External SEQR and 239 Reviews** (pp. 4-8)
  - ▶ standardized procedures for consistency with New or Modified Sewer Connection Application Program
  - ▶ obtain input from Principal Municipal User, Intermediate Municipal User, and Affected Owner before Sewage Board states a position
- **EPA-required Amendments (pertaining to the Industrial Wastewater Pretreatment Program)**
  - ▶ revised definition of “Significant Noncompliance” (pp. 9-10)
  - ▶ addition of recordkeeping requirement for permitted Industrial Users to Article 6 (page 18)

## Amendments to Regulations (continued)

- **Amendment to Prohibited Discharges** (page 17)
  - ▶ pH limit – affirms each Municipal User’s right to establish and enforce limits more stringent than applicable system-wide limits
    - system-wide: pH < 6.0 S.U. – or – pH > 12.0 S.U. is prohibited
    - City of Binghamton and Village of Johnson City: prohibit pH > 10.0 S.U.
    - Town of Vestal: prohibits pH > 9.0 S.U.
  - ▶ (note: no amendment was adopted at this time regarding medical/veterinary waste)

## **Amendments to Regulations (continued)**

- **Amendments to Adopt 2014 NYS-DEC Design Standards for Intermediate Sized Wastewater Treatment Systems** (*Amendments 2015-2 and 2015-6*)
  - ▶ adds definition of “Conversion Factors” (*page 11*)
  - ▶ revised **Section 12.05.03** – adds flexibility by allowing an Applicant to certify sewage flow estimates and computations for new or modified sewer connections adding  $\leq 2,500$  gallons per day additional average daily flow volume (*page 23*)
  - ▶ as a convenience, includes summary **Table 12.05.03-1** (*pp. 25-28*)

# Amendments to Regulations (continued)

- **Amendments to Fill Gaps**

- ▶ definition of **"BMPs or Best Management Practices"** (page 11)
- ▶ definition of **"Mixed Use"** (if not defined in municipality zoning ordinance) (page 11)  
& definition of **"Non-Residential"** (if not defined in municipality zoning ordinance) (p. 12)  
& definition of **"Residential"** (if not defined in municipality zoning ordinance) (page 13)
- ▶ definition of **"Joint Sewage Treatment Plant"** (page 11)
- ▶ definition of **"Outside User"** (pp. 12-13)
- ▶ definition of **"TRC or Technical Review Criteria"** (page 13)

- **Amendments for Clarity**

- ▶ revised definition of **"Flow Rate"** (page 9)
- ▶ stand-alone definition of **"Modified Sewer Connection"** (page 12)  
& stand-alone definition of **"New Sewer Connection"** (page 12)  
& revised definitions of **"New or Modified Sewer Connection"**  
(in both Article 12 [page 14] and Article 13 [page 15])



## **Amendments to Regulations (continued)**

- **Amendments related to “Peaking Factor” and 1:1 Offset requirement**
  - ▶ revised definition of “Available Sewer Capacity” – *now uses hourly flow rates* (page 14)
  - ▶ definition of “Average Daily Flow Volume” (page 10)
  - ▶ definition of “Average Pollutant Load Design Values” – *uses hourly flow rates* (pp. 10-11)
  - ▶ definition of “Average Wastewater Flow Rate Design Values” (page 11)
  - ▶ revised definition of “Hydraulic and Pollutant Loading Capacity Analysis” (page 14)
  - ▶ definition of “Peak Hourly Sewage Flow Rate” (page 13)
  - ▶ revised definitions of “Peaking Factor” to make article-specific (in both Article 12 [page 15] and Article 14 [page 16])

## Amendments to Regulations (continued)

- Amendments pertaining to Peaking Factor and 1:1 Offset requirement (continued)
  - ▶ revised definition of “Sewer System Capacity Analysis” (page 14)
    - has been standardized to use hourly flow rates
  - ▶ revised Regulation § 13.05 (page 29)
  - ▶ revised Regulation § 13.11(f) (page 30)
  - ▶ revised second paragraph of Regulation § 13.15 (page 31)
  - ▶ revised fifth paragraph of Regulation § 13.15 (pp. 31-32)
- Other “Minor Amendments” for Consistency and Typography
  - ▶ introductory paragraphs of § 12.04, § 13.04, and § 14.05 (pp. 13 and 15)
  - ▶ consistent capitalization of “Flow Credit”

# Amendments to Regulations (continued)

- Amendments pertaining to New or Modified Connection Applications
  - ▶ clarifications related to “Sewer Extensions” and the “Sewer Extension Engineering Report” requirement (pp. 19-20)
  - ▶ revisions to the Application Form (pp. 21-22)
    - ◆ replaces references to “peaking factor”
    - ◆ certification of flow estimates and computations
      - flexibility: if  $\leq 2,500$  gallons per day (gpd), allows for certification by Applicant or a person other than Applicant
      - if  $> 2,500$  gpd, a New York licensed Professional Engineer *must* certify
    - ◆ Preliminary Question and “stop” box have been added after question 3, to minimize unnecessary work
    - ◆ adopting, filing, and phasing-in new Application Form (page 20)

(proposed legislation wording)

**RESOLUTION**

*entitled*

A RESOLUTION APPROVING AMENDMENTS TO  
THE *RULES AND REGULATIONS RELATING TO USE  
OF THE BINGHAMTON-JOHNSON CITY JOINT  
SEWAGE TREATMENT PLANT.*

WHEREAS, the City of Binghamton is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Plant (the "JSTP") with the Village of Johnson City; and

WHEREAS, the JSTP is operated and maintained by the Binghamton-Johnson City Joint Sewage Board (the "Sewage Board") on behalf of the City and the Village; and

WHEREAS, it is appropriate that certain amendments be made to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*; and

WHEREAS, the Sewage Board has caused seven amendments to be prepared, duly published a notice of a public hearing March 16<sup>th</sup> and 22<sup>nd</sup>, 2015 in the *Press & Sun-Bulletin*, conducted public outreach, and held a public hearing regarding the amendments April 14, 2015, at which no persons appeared wishing to comment; and

WHEREAS, two written submissions were received prior to the public hearing and duly considered by the Sewage Board; and

WHEREAS, the Sewage Board duly adopted the amendments April 14, 2015 in the form proposed with the exception of one provision which was eliminated in response to one of the written submissions; and

WHEREAS, the Sewage Board caused a certified copy of the adopted amendments to be filed with the Council April 29, 2015 for approval in accordance with Section 4.05(a)(3) of the *Binghamton-Johnson City Joint Sewage Treatment Plant Law* and Section 3.10(a)(3) of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*,

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby resolve:

Section 1. That 2015 Amendments 1, 2, 3, 4, 5, 6, and 7 to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are hereby approved in the form attached hereto.

Section 2. That this resolution shall take effect immediately.





# Binghamton-Johnson City

## RECEIVED JOINT SEWAGE BOARD

APR 29 2015



RECEIVED

APR 29 2015

Eugene Hulbert, Sr.  
Gary Holmes  
Edward Crumb

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

Stephen Andrew  
George Kolba, Jr.  
Ron C. Davis

April 28, 2015

BY: mm

Common Council  
City of Binghamton  
Binghamton City Hall  
38 Hawley Street  
Binghamton, New York 13901-3776

Johnson City Village Board of Trustees  
Johnson City Village Offices  
243 Main Street  
Johnson City, New York 13790

RE: Amendments to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

Ladies and Gentlemen:

In accordance with Section 4.05(a)(3) of the *Binghamton-Johnson City Joint Sewage Treatment Plant Law* and Section 3.10(a)(3) of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*, enclosed for filing and approval please find a certified copy of the adopting resolution and amendments to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* (JSTP) approved by the Sewage Board April 14, 2015. A copy of Section 3.10 of the *Rules and Regulations* describing the amendment process is also enclosed.

These amendments are the result of U.S. Environmental Protection Agency requirements/requests, updated guidance from the New York State Department of Environmental Conservation, as well as Municipal User input and feedback over the prior 18 months of operational experience. The amendments were adopted following public outreach, including: [i] advance e-mail notice to all Municipal User Chief Executive Officers, Liaisons, and the JSTP's Flow Management Steering Committee mailing list on March 14, 2015, [ii] correspondence providing notice to the New York State Department of Environmental Conservation, [iii] cloud-posting on the *Internet*, [iv] a Flow Management Steering Committee meeting April 9, 2015, and [v] a public hearing held April 14, 2015 after publication of a legal notice in the Sewage Board's official newspaper, the *Press & Sun-Bulletin*, on March 16 and 22, 2015. A complete copy of the pre-amendment *Rules and Regulations* can be accessed/downloaded via the Internet at <[www.tinyurl.com/BgmJC-PlantUseRulesAndRegs](http://www.tinyurl.com/BgmJC-PlantUseRulesAndRegs)>. If there are any questions, or if additional information is needed, please contact me via e-mail at <[mcuevas@stny.rr.com](mailto:mcuevas@stny.rr.com)>.

Respectfully submitted,

*Michele Cuevas*

Michele Cuevas,  
Confidential Secretary

enclosures

Catherine P. Young, Superintendent  
Binghamton-Johnson City Joint Sewage Treatment Facilities  
4480 Vestal Road, Vestal, New York 13850  
Phone: 607-729-2975 Fax: 607-729-0110  
Email: [bicwwtp@stny.rr.com](mailto:bicwwtp@stny.rr.com)

**RE: Amendments to the Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint  
Sewage Treatment Plant**

**cc: Sewage Board Members (without enclosures)**  
**Catherine P. Young, Superintendent**  
**Charles Pearsall, Business Manager**  
**John Perticone, Esq., Sewage Board Co-Counsel**  
**Clarence E. "Chuck" Shager, Fiscal Officer and Binghamton City Comptroller**  
**file**



# Binghamton-Johnson City JOINT SEWAGE BOARD



Eugene Hulbert, Sr.  
Gary Holmes  
Edward Crumb

Stephen Andrew  
George Kolba, Jr.  
Ron C. Davis

## **CERTIFICATE OF RESOLUTION OF THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING: AMENDING THE RULES AND REGULATIONS RELATING TO USE OF THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT**

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREBY CERTIFY that, at the special meeting of the Binghamton-Johnson City Joint Sewage Board held on April 14, 2015, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION[S] was/were duly adopted on motion duly made, seconded, and carried, which RESOLUTION[S] remain in full force and effect:

Board Members present:

George Kolba, Jr. (Chairman), Eugene Hulbert, Sr. (Vice-Chairman), Edward Crumb, Stephen Andrew, Ronald C. Davis, and Gary R. Holmes

Board Member[s] absent:

(none)

Motion made by Edward Crumb and seconded by Stephen Andrew to amend the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* as set forth below and in the attachments hereto:

WHEREAS, the Binghamton-Johnson City Joint Sewage Board ("Sewage Board") has authority to amend the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* ("Rules and Regulations") pursuant to *Binghamton-Johnson City Joint Sewage Treatment Plant Law 4.05* ("Plant Law"); and

WHEREAS, the Sewage Board has complied with the provisions of Plant Law §4.05; and

WHEREAS, a public hearing was conducted April 14, 2015 after notification was duly given and published; and

WHEREAS, two written submissions were received in advance of the public hearing and given due consideration by the Sewage Board, but no one attended in person at the public hearing to provide input or verbal comments regarding the proposed amendments; and

WHEREAS, Amendment 1 adds uniform procedures applicable to external requests for review under the *New York State Environmental Quality Review Act* and *New York General Municipal Law §§239-l, 239-m, and 239-nn*; and

WHEREAS, Amendment 2 revises definitions in accordance with guidance from the United States Environmental Protection Agency ("US-EPA") and for clarity; and

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WHEREAS, Amendment 3 updates and clarifies the existing *Rules and Regulations* in relation to prohibited discharges; and

WHEREAS, Amendment 4 adds a recordkeeping requirement for certain industrial users in accordance with directives of the US-EPA; and

WHEREAS, Amendments 5 through 7 are made in furtherance of the *Flow Management Plan* approved by the Sewage Board on January 27, 2012 and the New York State Department of Environmental Conservation on February 29, 2012 to provide for the management and treatment of hydraulic flows and pollutant loadings to the Binghamton-Johnson City Joint Sewage Treatment Facilities in accordance with required standards,

NOW, THEREFORE, the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended as follows:

**Amendment 1:** Effective June 1, 2015, Section 13.14 is added to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* as stated in the attachment hereto titled "Amendment 2015-1 (PROCEDURES FOR EXTERNAL SEQR AND 239 REVIEWS)".

**Amendment 2:** Effective June 1, 2015, Sections 2.01, 12.05, 13.04, and 14.05 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended to add and modify definitions as stated in the attachment hereto titled "Amendment 2015-2 (DEFINITION AMENDMENTS)".

**Amendment 3:** Effective June 1, 2015, Section 6.24 is added to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* as stated in the attachment hereto titled "Amendment 2015-3 (PROHIBITED DISCHARGES AMENDMENT)" and that, for the time being, no amendment shall be made to Section 5.01(k) pending further coordination and input.

**Amendment 4:** Effective June 1, 2015, Section 6.24 is added to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* as stated in the attachment hereto titled "Amendment 2015-4 (RECORDKEEPING AMENDMENT)".

**Amendment 5:** Effective July 1, 2015, Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended, and the Application For New or Modified Sewer Connection Permit is replaced, as stated in the attachment hereto titled "Amendment 2015-5 (AMENDMENTS TO ARTICLE 12)".

**Amendment 6:** Effective July 1, 2015, Section 12.05.03 in Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended as stated in the attachment hereto titled "Amendment 2015-6 (AMENDMENTS TO SECTION 12.05.03 AND TABLE 12.05.03-1)", and Table 12.05.03-1 in Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is replaced by Table B-3 of the *Design Standards for Intermediate Sized Wastewater Treatment Systems (2014)* released by the New York State Department of Environmental Conservation March 5, 2014 (see, pages B-16ff at: <[http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf)>).

(continued)

**Amendment 7:** Effective July 1, 2015, Article 13 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended as stated in the attachment hereto titled "Amendment 2015-7 (AMENDMENTS TO ARTICLE 13)".

**Motion carried:** 6 ayes, 0 nay

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution[s] duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution[s] has/have not in any way been rescinded or annulled, and that the resolution[s] is/are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board, this 23<sup>rd</sup> day of April, 2015.

Michele Cuevas

Michele Cuevas,  
Confidential Secretary

ATTEST:

George Kalbaj  
Board Officer

CERTIFIED TO BE A TRUE AND COMPLETE COPY.

Michele Cuevas

Michele Cuevas  
Confidential Secretary

4/23/15

(date)

**AMENDMENT 2015-1 (PROCEDURES FOR EXTERNAL SEQR AND 239 REVIEWS)**

... to add Section 3.14 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

New Section 3.14 is added to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*, reading as follows:

**§3.14 PROCEDURES WITH RESPECT TO EXTERNAL "ACTIONS" OR REQUESTS INVOLVING COORDINATED ENVIRONMENTAL REVIEW AND/OR REVIEW UNDER GENERAL MUNICIPAL LAW §§239-l, 239-m, and/or 239-nn**

(a) Background.

- (1) From time to time the Joint Sewage Board ("Board") is either an "involved party" or otherwise requested or required to participate in reviews of "actions" of other entities or bodies under the *New York State Environmental Quality Review Act* or the *New York General Municipal Law* §§239-l, 239-m, and/or 239-nn, and
- (2) the Board has adopted a *Flow Management Plan*, approved by the New York Department of Environmental Conservation, with corresponding regulations applicable to "new or modified sewer connections" (*see generally*, Article 12 of these rules and regulations); and
- (3) the Board seeks to ensure that consistent, uniform and clear procedures are followed in all review processes involving external "actions" or requests.
- (4) The term "actions" when used in §3.14 or any of its subparagraphs shall have the same meaning as assigned under §8-0105 of the *New York Environmental Conservation Law*.

(b) Procedure applicable with respect to a "new or modified sewer connection" projected to have an average daily wastewater discharge flow change in excess of +2,500 gallons per day:

- (1) With respect to an "action" or request for review that involves a "new or modified sewer connection" projected by the Applicant's Engineer to have a change in average daily wastewater discharge flow in excess of +2,500 gallons per day, the Board will not consider a request for review to be complete, nor can a formal response be provided or the Board's time to respond begin to run, until all documentation up to and including the Affected Owner's formal consideration and approval of the "action" under §12.05.05(f) of these rules and regulations has been received at the Board's Office.

- (2) Within ten (10) business days after receipt of the documentation, the Board shall submit an initial response acknowledging receipt and listing all documentation not provided which is required to complete its review and consideration, including the steps required under §§12.05.05(h), (i), and (j) of these rules and regulations. When additional documentation is required, the Board's initial response shall request that the deadline for the Board to submit a response be extended until twenty (20) days after receipt of all documentation required.
    - i. If the documentation submitted to the Board is complete, the Board shall submit its response within twenty (20) days after receipt of the documentation, or such longer time stated in the review request.
    - ii. When the documentation submitted to the Board is incomplete, the Board shall submit its response within twenty (20) days after receipt of the last item of required documentation, or such longer time stated in the review request.
  - (3) The terms "Affected Owner", "Applicant", and "new or modified sewer connection" appearing in §3.14(b) shall have the same meanings as are assigned to them under Article 12 of these rules and regulations.
  - (4) Determinations and decisions made in the coordinated review process shall not have set any precedent binding on the Principal Municipal User, Intermediate Municipal User (if any), Affected Owner, or Board for the purposes of Article 12 or Article 12 of these rules and regulations.
- (c) Procedure applicable with respect to a "new or modified sewer connection" projected to have an average daily wastewater discharge flow change equal to or less than +2,500 gallons per day:
- (1) With respect to an "action" or request for review that involves a "new or modified sewer connection" projected by the Applicant or the Developer to have a change in **average daily wastewater discharge flow of +2,500 gallons per day, or less**, the Board will not consider a request for review to be complete, nor can a formal response be provided or the Board's time to respond begin to run, until receipt in the Board's Office of:
    - [A] the Sewer Connection Application described to in §12.05.04 of these rules and regulations, and
    - [B] either:
      - [i] an approval, or
      - [ii] a statement of adequate sewer collection system capacity from

(AMENDMENT 2015-1 [continued])

each of:

- [a] the Principal Municipal User,
- [b] the Intermediate Municipal User[s], if any, and
- [c] the Affected Owner

through which wastewater from the "action" or project under review will flow enroute to the Binghamton-Johnson City Joint Sewage Treatment Facilities.

(2) Within ten (10) business days after receipt of the documentation, the Board shall submit an initial response acknowledging receipt and listing all documentation not provided which is required to complete its review and consideration, including the steps required under §§12.05.05(h), (i), and (j) of these rules and regulations. When additional documentation is required, the Board's initial response shall request that the deadline for the Board to submit a response be extended until twenty (20) days after receipt of all documentation required.

i. If the documentation submitted to the Board is complete, the Board shall submit its response within twenty (20) days after receipt of the documentation, or such longer time stated in the review request.

ii. When the documentation submitted to the Board is incomplete, the Board shall submit its response within twenty (20) days after receipt of the last item of required documentation, or such longer time stated in the review request.

(3) The terms "Affected Owner", "Applicant", and "new or modified sewer connection" appearing in §3.14(c) shall have the same meanings as are assigned to them under Article 12 of these rules and regulations.

(4) Determinations and decisions made in the coordinated review process shall not have set any precedent binding on the Principal Municipal User, Intermediate Municipal User (if any), Affected Owner, or Board for the purposes of Article 12 or Article 12 of these rules and regulations.

(d) Procedure applicable with respect to a review or "action" that does not involve a "new or modified sewer connection":

(1) With respect to a request for review or "action" that does not involve a "new or modified sewer connection", the Board will not consider a request for review to be complete, nor can a formal response be provided or the Board's time to



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respond begin to run, until receipt in the Board's Office of either:

[i] an approval, or

[ii] a statement of adequate sewer collection system capacity  
from each of:

[a] the Principal Municipal User,

[b] the Intermediate Municipal User[s], if any, and

[c] the Affected Owner

through which wastewater from the "action" will flow enroute to the  
Binghamton-Johnson City Joint Sewage Treatment Facilities.

(2) Within ten (10) business days after receipt of the documentation, the Board shall submit an initial response acknowledging receipt and listing all documentation not provided which is required to complete its review and consideration, including the steps required under §§12.05.05(h), (i), and (j) of these rules and regulations. When additional documentation is required, the Board's initial response shall request that the deadline for the Board to submit a response be extended until twenty (20) days after receipt of all documentation required.

i. If the documentation submitted to the Board is complete, the Board shall submit its response within twenty (20) days after receipt of the documentation, or such longer time stated in the review request.

ii. When the documentation submitted to the Board is incomplete, the Board shall submit its response within twenty (20) days after receipt of the last item of required documentation, or such longer time stated in the review request.

(3) The terms "Affected Owner", "Applicant", and "new or modified sewer connection" appearing in §3.14(d) shall have the same meanings as are assigned to them under Article 12 of these rules and regulations.

(4) Determinations and decisions made in the coordinated review process shall not have set any precedent binding on the Principal Municipal User, Intermediate Municipal User (if any), Affected Owner, or Board for the purposes of Article 12 or Article 12 of these rules and regulations.

(e) Logging-In and Acknowledgement of External Requests for Review. Each external request for review of an "action" or application shall be logged-in and acknowledged on behalf of the Board by the Business Manager or, in the absence of the Business Manager, by the Confidential Secretary employed by the Board. In acknowledging receipt of each

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request for review of an “action” or application, the Business Manager or the Confidential Secretary, as the case may be, shall furnish a copy of the Certificate of Resolution attesting to the adoption of this amendment to the requestor, with copies of the acknowledgement to all parties copied on the request for review, together with the current Internet URL at which Article 12 of these rules and regulations may be accessed. Such acknowledgment of receipt shall also be logged by the Business Manager or the Confidential Secretary, as the case may be.

(end of Amendment 2015-1)

## AMENDMENT 2015-2 (DEFINITION AMENDMENTS)

... amending Sections 2.01, 12.05, 13.04, and 14.05 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

### PART I

The definitions of "Flow Rate" and "Significant Noncompliance" in Section 2.01 in *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended to read as follows:

**Flow Rate** shall mean the quantity of liquid and/or wastewater discharged through a property's sewer connection during a specified period, expressed as a volume per unit of time, except as otherwise specifically defined in any Article of these rules and regulations with respect to such Article.

**Significant Noncompliance** shall mean a violation which meets one or more of the following criteria:

- 1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66%) percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Pretreatment Requirement, including instantaneous limits for the same pollutant parameter;
- 2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33%) percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the numeric Pretreatment Standard or Pretreatment Requirement, including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD; TRC = 1.4 for Total Suspended Solids [TSS]; TRC = 1.4 for fats, oil, and grease; and TRC = 1.2 for all other pollutants, except pH);
- 3) Any other violation of a pretreatment effluent limit (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Board determines has caused, alone or in combination with other discharges, interference, upset, or pass through (including endangering the health of POTW personnel or the general public);
- 4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;
- 5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

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- 6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, periodic self-monitoring reports, and/or reports on compliance with compliance schedules;
- 7) Failure to accurately report noncompliance; and/or
- 8) Any other violation or group of violations, including a violation of Best Management Practices, which the Board determines will adversely affect the operation or implementation of the local pretreatment program.

**PART II**

The following definitions are added to Section 2.01 of the in *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*:

**Average Daily Flow Volume** shall mean the arithmetic mean of the daily volume of wastewater discharged through a property's sewer connection for a continuous 12-month period expressed as a volume per 24 consecutive hours of time. However, for properties or facilities having seasonal high hydraulic discharge periods (for example, educational campuses, industrial facilities, and weekend or seasonal recreational or service facilities), average daily flow volume shall be based on the arithmetic mean of the daily volume of wastewater discharged during the seasonal high period.

**Average Pollutant Load Design Values** of each unit process at the Treatment Plant are as described and set forth in the October 24, 2006 revision to Appendix A, "Basis of Design" of the June 25, 2003 *Engineering Report* of C&S Engineers, Inc. for the *Phase III Improvements – Binghamton-Johnson City Joint Sewage Treatment Plant*, certified by Robert N. Duclos, P.E. (N.Y.S.P.E. License No. 070428), including the following:

- 36,000 pounds per day average daily design influent load of Biochemical Oxygen Demand (BOD) to the Treatment Plant;
- 34,000 pounds per day average daily design load of BOD to the Carbonaceous BOD Filters (C-Filters) of the Biological Aeration Filtration (BAF) system, including influent, sidestream, and backwash recycle flows;
- 37,100 pounds per day average daily design influent load of Total Suspended Solids (TSS) to the Treatment Plant;
- 34,000 pounds per day average daily design load of TSS to the C-Filters of the BAF system, including influent, sidestream, and backwash recycle flows;
- 3,400 pounds per day average daily design influent load of Total Kjeldahl Nitrogen (TKN) to the Treatment Plant; and

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- 5,570 pounds per day average daily design load of TKN to the C-Filters of the biological Aeration Filtration (BAF) system, including influent, sidestream, and backwash recycle flows.

The referenced Appendix A may be viewed/downloaded at URL:

<[www.tinyurl.com/061024BasisOfDesign-BJC-JSTP](http://www.tinyurl.com/061024BasisOfDesign-BJC-JSTP)>.

**Average Wastewater Flow Rate Design Values** of each unit process at the Treatment Plant are as described and set forth in the October 24, 2006 revision to Appendix A, "Basis of Design" of the June 25, 2003 *Engineering Report of C&S Engineers, Inc. for the Phase III Improvements – Binghamton-Johnson City Joint Sewage Treatment Plant*, certified by Robert N. Duclos, P.E. (N.Y.S.P.E. License No. 070428), including the following:

- 26.0 million gallons per day (MGD) average daily influent design flow for the Treatment Plant; and
- 34.4 MGD average daily design flow for the Biological Aeration Filtration (BAF) system, including influent, sidestream, and backwash recycle flows.

The referenced Appendix A may be viewed/downloaded at URL:

<[www.tinyurl.com/061024BasisOfDesign-BJC-JSTP](http://www.tinyurl.com/061024BasisOfDesign-BJC-JSTP)>.

**BMPs or Best Management Practices** shall mean schedules of activities, prohibitions of actions, maintenance procedures, asset management, and other supervisory protocols to prevent or reduce the pollution of waters of the State. BMPs also include Pretreatment Requirements, operating procedures, and actions to control site runoff, spillage and leaks, sludge or waste disposal, or drainage from raw material storage.

**Conversion Factors** shall mean the schedule set forth in Appendix B to the *Design Standards for Intermediate Sized Wastewater Treatment Systems (2014)* released by the New York State Department of Environmental Conservation March 5, 2014 (see, page 223 [Appendix B-1] at: <[http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf)>) or any amendment or revision thereto. The applicable conversion factor[s] shall be used in any computation required under these rules and regulations, specifically including computations made under Articles 7, 9, 12, and 13.

**Joint Sewage Treatment Plant, Sewage Treatment Plant or Treatment Plant** shall mean the Binghamton-Johnson City Joint Sewage Treatment Plant, including all facilities, buildings, structures, equipment, appurtenances and land owned jointly by the City of Binghamton and the Village of Johnson City, wherever located, in accordance with agreements between the owners, for the express purpose of providing adequate conveyance, treatment and disposal of sewage and wastewater.

**Mixed-Use**, in relation to a parcel of real property, shall have the same meaning as ascribed by the Municipal User's zoning ordinance or, if not expressly defined therein, shall mean a property on which is located at least one "Residential" use and at least one "Non-Residential" use sharing the same sewer connection to the Municipal User's public sewer.

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**Modified Sewer Connection** shall mean the result of construction to physically alter an existing sewer connection to a public sewer (regardless of whether such public sewer is owned or controlled by an Owner, Outside User, or other governmental agency) which is tributary to the Treatment Plant.

**New Sewer Connection** shall mean the result of construction of a new sewer pipe to serve a property, plumbed so as to discharge into a public sewer (regardless of whether such public sewer is owned or controlled by an Owner, Outside User, or other governmental agency) which is tributary to the Treatment Plant at a point in the public sewer where no connection serving the property previously existed.

**Non-Residential**, in relation to a parcel of real property, shall have the same meaning as ascribed by the Municipal User's zoning ordinance or, if not expressly defined therein, shall mean any use of land, buildings, and/or structures or portions thereof not designed or intended to be used as living quarters for human habitation with continuity of occupancy; to the extent permitted by a Municipal User's ordinances, examples include: retail, bulk and wholesale sales establishments, markets and shopping stores of all types; food service; beverage service; food baking, manufacturing, processing and/or packaging; beverage brewing and/or bottling; fuel sales and service stations; offices, professional services, commercial, banking, financial, insurance, personal services, laundry and dry cleaning establishments; vehicle washing, maintenance and/or repair; publishing, manufacturing, textile/clothing mills, machine shop, industrial, chemical and materials handling and/or processing enterprises; business incubators; medical, hospital, rehabilitation, therapy, and/or convalescent care facilities; veterinary medicine services, animal hospitals, animal shelters, zoos and nature conservancies; agriculture, farming, and animal husbandry other than for use or consumption on the property itself; agribusiness, sawmills, campsites; building and construction contracting (including building material and equipment yards); storage; warehousing, shipping and/or transportation, vehicle and equipment rental, parking lots or parking garages (other than as an accessory use to a principal residential use on the same or an adjacent parcel); airport/heliport, bus, train and other public transportation terminals or stations; educational, religious, cultural facilities, public assembly, fine arts (including performing arts), museums, planetariums, libraries, entertainment, amusement, recreation, civic or not-for-profit/charitable institutions; research, development, experimental and/or testing laboratories; lodging, bed-and-breakfast establishments, day care (child and/or adult), community centers, clubs/lodges, conference centers; governmental, municipal, public utility, telecommunications, transmitting/receiving antenna towers, recycling facilities and solid waste transfer stations, landfills/junkyards; drilling, extractive and/or mining operations; billboards and detached signs; but "Non-Residential" use shall not include space devoted to a permitted "home occupation" accessory to a principal residential use.

**Outside User** shall mean a Municipal User in contractual relationship with the Owners under a written agreement substantially in the form of the *Standard Agreement for Treatment of Sewage from Outside Users* annexed as Appendix A to Inter-Municipal Agreement No. 2 between the Owners (dated December 7, 1967) for the Bingham-

ton-Johnson City Joint Sewage Project, or any successor agreement or extension thereof. Additionally, with respect to Articles 12, 13, and 14 of these rules and regulations, Binghamton University of the State University of New York ("SUNY") system, the Town of Conklin, and the Town of Vestal are considered to be Outside Users.

**Peak Hourly Sewage Flow Rate** shall mean the largest volume of sewage discharged through a property's sewer connection during a consecutive 60-minute period within a longer consecutive sampling period (for example, a day [24 consecutive hours], week [seven consecutive days], or month [30 consecutive days]) expressed as a volume per hour per sampling period.

**Residential**, in relation to a parcel of real property, shall have the same meaning as ascribed by the Municipal User's zoning ordinance or, if not expressly defined therein, shall mean a use of land containing a building or portion thereof designed to be used primarily as living quarters for human habitation with continuity of occupancy and having complete housekeeping facilities on the premises for the activities of daily living, sleeping, cooking, bathing and toileting; to the extent permitted by a Municipal User's ordinances, examples include: one-, two-, three-, and multi-family dwellings; mobile or manufactured homes; as well as higher-density developments such as rooming houses, boarding houses, dormitories, apartments, townhouses, condominiums, group homes, group care facilities, custodial care facilities, assisted-living facilities, and nursing homes; any of which may also contain private kennels, garages and/or parking areas and permitted home occupations accessory to the principal residential use.

**TRC or Technical Review Criteria** shall mean:

- 1.4 for BOD;
- 1.4 for Total Suspended Solids [TSS];
- 1.4 for fats, oil, and grease; and
- 1.2 for all other pollutants and parameters, except pH.

For further context, refer to subparagraph 2 in the definition of "Significant Noncompliance".

### PART III

The first paragraph in Section 12.04 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

Except as otherwise defined below, technical terms used in this Article shall have the meanings stated in Section 2.01 of Article 2. Whenever used in this Article, the following terms and their corresponding definitions shall apply only in this Article, unless otherwise expressly stated or required by subject matter or context:

#### PART IV

The definitions of “Available Sewer Capacity”, “Hydraulic and Pollutant Loading Capacity Analysis”, “New or Modified Sewer Connection”, and “Sewer System Capacity Analysis” in Section 12.04 of the in *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended to read as follows:

“Available Sewer Capacity” shall be the difference between a sewer pipe’s theoretical full pipe capacity calculated using Manning’s Equation expressed as an hourly flow rate, and the sum of the average hourly wastewater flow in the pipe based on the 2006, 2008 and 2010 flow metering data plus the estimated peak hourly sewage flow rate increase from one or more new or modified sewer connections. The 2006 and 2008 flow metering data was presented in the September 2009 Flow Management Evaluation Report - Appendix C (approved by NYS-DEC in October 2009), and the 2010 flow metering data was presented in the April 2011 Flow Management Process, Collection System Mapping Enhancement and Modeling Study – Section 7 (approved by NYS-DEC in March 2011).

“Hydraulic and Pollutant Loading Capacity Analysis” refers to comparing [i] the average wastewater flow rate design values expressed as an hourly flow rate and pollutant load design values expressed as an hourly loading of each unit process at the Treatment Plant to [ii] the average daily wastewater flow volume expressed as an hourly flow rate and average daily pollutant loading at the Treatment Plant plus the estimated peak hourly sewage flow rate and estimated peak hourly pollutant load from one or more new or modified sewer connections.

“New or Modified Sewer Connection” shall mean the result of construction of either [i] a new sewer connection or [ii] a modified sewer connection.

“Sewer System Capacity Analysis” refers to comparing the difference between [i] a sewer pipe’s theoretical full pipe capacity calculated using Manning’s Equation expressed as an hourly flow rate and [ii] the sum of the average hourly wastewater flow in the pipe based on the 2006, 2008 and 2010 flow metering data as presented in the September 2009 Flow Management Evaluation Report - Appendix C (approved by NYS-DEC in October 2009) and the April 2011 Flow Management Process, Collection System Mapping Enhancement and Modeling Study – Section 7 (approved by NYS-DEC in March 2011) plus the estimated peak hourly sewage flow rate increase from one or more new or modified sewer connections.

#### PART V

The following definition is added to Section 12.04 of the in *Rules and Regulations Relating to*



(AMENDMENT 2015-2 [continued])

*Use of the Binghamton-Johnson City Joint Sewage Treatment Plant:*

**Peaking Factor**, when used in Article 12 of these rules and regulations, shall mean the ratio of [i] the largest consecutive hourly flow volume of wastewater discharged through a property's sewer connection during a typical day to [ii] 1/24<sup>th</sup> of the average daily flow volume of wastewater discharged from the same property, determined using the same volumetric unit of measure for both parts of the ratio.

**PART VI**

The first paragraph in Section 13.04 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

Except as otherwise defined below, technical terms used in this Article shall have the meanings stated in Section 2.01 of Article 2. Whenever used in this Article, the following terms and their corresponding definitions shall apply only in this Article, unless otherwise expressly stated or required by subject matter or context:

**PART VII**

The definition of "New or Modified Sewer Connection" in Section 13.04 of the in *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

"New or Modified Sewer Connection" shall mean the result of construction of either [i] a new sewer connection or [ii] a modified sewer connection. If a new or modified sewer connection adds more than 2,500 gallons per day average daily flow volume, it is also a Sewer Extension (as defined below), for which an offset is required in accordance with this Article.

**PART VIII**

The first paragraph in Section 14.05 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

Except as otherwise defined below, technical terms used in this Article shall have the meanings stated in Section 2.01 of Article 2. Whenever used in this Article, the following terms and their corresponding definitions shall apply only in this Article, unless otherwise expressly stated or required by subject matter or context:

**PART IX**

The definition of "Peaking Factor" in Section 14.05 in *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

**Peaking Factor**, when used in Article 14 of these rules and regulations, shall mean the ratio of [i] wet weather wastewater flow during a rainstorm or snowmelt event to [ii] typical dry weather wastewater flow at the same time of day and for the same duration. Can be expressed as "instantaneous" or "volumetric".

*(end of Amendment 2015-2)*

## AMENDMENT 2015-3 (PROHIBITED DISCHARGES AMENDMENT)

### *Article 5 of the Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

Subsection (d) of Section 5.01 are amended in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* to read as follows:

#### **§5.01 PROHIBITED DISCHARGES**

No person shall discharge directly or indirectly into the POTW or into any private sewer drain emptying into the POTW any substances, materials, waters, or wastes in such quantities or concentrations which cause, or are capable of causing either alone or by interaction with other substances, interference with the operation or performance of the POTW treatment plant. No person shall discharge the following into the POTW:

\* \* \* \* [(a) through (c) remain "as is" without amendment]

- (d) Any wastewater having a pH less than 6.0 Standard Units (S.U.) or higher than 12.0 S.U., or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel or the treatment works. Notwithstanding the preceding sentence, a Municipal User may establish and enforce more stringent pH discharge limits within any Sewer System owned by it or under its jurisdiction.

\* \* \* \* [(e) through (l) remain "as is" without amendment]

*(end of Amendment 2015-3)*

AMENDMENT 2015-4 (RECORDKEEPING)

... to add Section 6.24 to Article 6 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

Section 6.24 is added to the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*, reading as follows:

**§6.24 RECORDKEEPING**

Users subject to the reporting requirements of this Article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Article, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices. Records shall include the date, exact place, method, and time of sampling, the name of the person[s] taking the samples; the dates analyses were performed; the name of the person[s] performing the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years from the date the results became known or were reported to the User. This period shall be automatically extended for the duration of any investigation or litigation concerning the User or the Board as to which the User is made aware, or where the User has been specifically notified of a longer retention period by the Manager.

(end of Amendment 2015-4)

## AMENDMENT 2015-5 (AMENDMENTS TO ARTICLE 12)

... amending Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

### PART I

The second and third paragraphs of Section 12.05.01 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended to read as follows:

In order to be considered fully completed, the Sewer Connection Application shall state in the blanks designated the Applicant's name, street address (and, if different, mailing address), telephone number, FAX number (or "NONE" if the Applicant does not have a FAX number), e-mail address (or "NONE" if the Applicant does not have an e-mail account), the street address at which the proposed project covered by the application is located, a parcel ID number (i.e., tax map number), the I/I Remediation Basin in which the proposed project is located (determined using the I/I Remediation Basin Map – Figure 13.05-1 of Article 13), the estimated date for completion or occupancy of the new or modification development construction, and an estimate of the pre-construction/modification average daily flow volume (which includes the daily peak hourly sewage flow rate) and post-construction/modification average daily flow volume (which includes the daily peak hourly sewage flow rate). Average daily flow volume estimates and computations shall be certified as correct. The Applicant may certify estimates and computations for new or modified sewer connections adding up to and including 2,500 gallons per day additional average daily flow volume. For new or modified sewer connections adding more than 2,500 gallons per day average daily flow volume, a Professional Engineer licensed to practice in New York State must certify the estimates and computations.

Additionally, if a new sewer connection or modification results in new average daily flow volume of more than 2,500 gallons per day, then said connection or modification constitutes a Sewer Extension and the application requires an accompanying Sewer Extension Engineering Report, approval from the Affected Owner, Board and, if the sewage discharge from the proposed project must flow through the sewer collection system of another Municipal User to reach the sewer collection system of the Affected Owner, an Intermediate Municipal User (refer to Section 12.05.05 - New or Modified Sewer Connection [Greater Than 2,500 Gallons per Day]). In order to be considered fully completed, the Sewer Connection Application for a Sewer Extension shall also state in the places designated the method in which the Applicant proposes to meet the requirements of the Infiltration/Inflow Offset Program (Article 13 of these rules and regulations).

**PART II**

The following paragraph is added to Section 12.05.01 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*:

Not later than 90 days after these amendments to the regulations become effective, each Municipal User shall modify its application form[s] and within 10 business days following modification submit a specimen copy of each form to the Board. A Municipal User may begin using its modified application form[s] 10 business days following submission of the specimen copy to the Board.

**PART III**

The title and first paragraph of Section 12.05.02 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* are amended to read as follows:

**§12.05.02 SEWER EXTENSION ENGINEERING REPORT**

If the Sewer Connection Application is for an increase in average daily flow volume to the Treatment Plant of more than 2,500 gallons per day, then the application must be accompanied by a Sewer Extension Engineering Report. The Sewer Extension Engineering Report shall include:

(the 8-item numbered list following this paragraph remains unchanged)

**PART IV**

**Appendix A (Application)** to Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is replaced with the attached Version 2.0 (revised Application Form).

# BINGHAMTON – JOHNSON CITY JOINT SEWAGE BOARD APPLICATION FOR NEW OR MODIFIED SEWER CONNECTION PERMIT

**1. Applicant**

Name

Telephone[s]

Street Address (and, if different, Mailing Address)

Fax (or "NONE" if no Fax #)

**2. Project Location**

Address

e-mail (or "NONE" if no e-mail)

Parcel ID No. (i.e., Tax Map No.)

**3. Estimated Date for Completion and/or Occupancy**

Date

I/I Remediation Basin

see, <[www.tinyurl.com/BgmJC-I-I-RemediationBasinMap](http://www.tinyurl.com/BgmJC-I-I-RemediationBasinMap)>

**PRELIMINARY QUESTION:** Does the Project covered by this Application involve the making of a physical change at the point of connection to a publicly-owned sewer pipe? (check one) ☐ YES ☐ NO

If "NO", STOP: you are not required to complete the rest of this form. Please sign and date below, and submit.  
(Please note: your municipality may require you to complete other forms and/or obtain other permits)

**FLOW & FEE/CREDIT WORKSHEET** (attach a Sewer Extension Engineering Report if more than +2,500 gpd net average daily flow volume change)**PART I**

Source of Flow (check all that apply)	Average Daily Unit Flow Volume (gpd)	No. of Units	Resulting Change in Average Daily Flow Volume (gpd)
<input type="checkbox"/> Pre-Application Flow (if applicable)			( ^ reduction, if any)
<input type="checkbox"/> Residential (people)		X	
<input type="checkbox"/> Commercial/Office Bldg (employees)		X	
<input type="checkbox"/> Restaurant (employees + seats)		X	
<input type="checkbox"/> Industrial or Other Source (Stores, Motels and Hotels, Recreational Facilities, etc.)	Flow rate to be determined based on accepted standards for similar industry or business type and size.		

PART I data/computations certified correct by:

printed name and title:

(the Applicant may certify ≤ 2,500 gpd; a Professional Engineer must certify &gt; 2,500 gpd)

**TOTAL  
NET  
CHANGE**
**PART II (check A or B) – ONLY APPLICABLE IF TOTAL NET "RESULTING CHANGE IN AVERAGE DAILY FLOW VOLUME" EXCEEDS A POSITIVE 2,500 gpd**

A. Purchase/Acquire Flow Credits ("Fees in Lieu of Mitigation") Yes or No

B. Earn Flow Credits (I/I Remediation Agreement for Developers/Builders only) Yes or No

Applicant agrees to carry-out or fund acceptable I/I Remediation Project(s) under the terms and conditions of the I/I Offset Program to earn flow credits by the time new/modified sewer construction is certified as complete.

BY SIGNING BELOW, THE UNDERSIGNED ATTESTS ON BEHALF OF THE APPLICANT THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE TO THE BEST OF THE APPLICANT'S KNOWLEDGE AND BELIEF.

Applicant Signature

(print name and title of person signing below)

Date

**BINGHAMTON – JOHNSON CITY JOINT SEWAGE BOARD**  
**APPLICATION FOR NEW OR MODIFIED SEWER CONNECTION PERMIT**  
 (continued)

**PRINCIPAL MUNICIPAL USER PERMIT APPROVAL/APPROVAL-with-CONDITIONS/DISAPPROVED**

A new or modified sewer connection for this Applicant has been granted  
**Approval or Approval-with-Conditions or is Disapproved**  
 ( ^ circle the one that applies and strike the ones that do not apply)

Municipality in Which Parcel is  
 Located

Notes for Condition(s) (if any)

Name and Title (printed):

Signature

Date

**INTERMEDIATE MUNICIPAL USER PERMIT APPROVAL/APPROVAL-with-CONDITIONS**  
 (IF APPLICABLE)

A new or modified sewer connection for this Applicant has been granted  
**Approval or Approval-with-Conditions**  
 ( ^ circle the one that applies and strike the one that does not apply)

Municipality Affected by  
 Connection (if applicable)

Notes for Condition(s) (if any)

Name and Title (printed):

Signature

Date

**AFFECTED OWNER PERMIT APPROVAL/APPROVAL-with-CONDITIONS**

A new or modified sewer connection for this Applicant has been granted  
**Approval or Approval-with-Conditions**  
 ( ^ circle the one that applies and strike the one that does not apply)

Municipality Owning CSO

Notes for Condition(s) (if any)

Name and Title (printed):

Signature

Date

**JOINT SEWAGE BOARD PERMIT CONTINGENT APPROVAL/APPROVAL-with-CONDITIONS**

**Contingent Approval or Approval-with-Conditions** of a new or modified  
 sewer connection for this Applicant. New or modified sewer connection permit  
 approved contingent upon the  
 issuance of a Flow Credit Note for \_\_\_\_\_ gpd Flow Credits.  
 ( ^ circle the one that applies and strike the one that does not apply)

Municipality Affected by  
 Connection (if applicable)

Notes for Condition(s) (if any)

Name and Title (printed):

Signature

Date



## AMENDMENT 2015-6 (AMENDMENTS TO SECTION 12.05.03 AND TABLE 12.05.03-1)

... amending Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

### PART I

Section 12.05.03 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

#### §12.05.03 NEW OR MODIFIED SEWER CONNECTION SEWAGE FLOW RATES

Determining the sewage flow rates of new or modified sewer connections to the POTW shall follow the guidelines set forth in Table B-3 of the *Design Standards for Intermediate-Sized Wastewater Treatment Systems*, 2014 edition as released by the New York State Department of Environmental Conservation March 5, 2014 (see, pages B-16ff at: <[http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf)>), or future revisions or republications of the same (such revisions or republications shall only be applicable prospectively, however, beginning with respect to applications submitted on or after the first day of the month which is at least 90 days following the public release of the final version of the revision or republication). For convenience, a summary of the most common flow sources listed in Table B-3 is included as Table 12.05.03-1 of these regulations. (*In the event that there is any difference or conflict between Table B-3 and Table 12.05.03-1, however, the provisions of Table B-3 shall be controlling*). For industrial and other facilities not listed in Table B-3, the sewage flow rates will be determined at the time of application based on similar type and size of business. The Applicant may certify sewage flow rate estimates and computations for new or modified sewer connections adding up to and including 2,500 gallons per day additional average daily flow volume. For new or modified sewer connections adding more than 2,500 gallons per day average daily flow volume, a Professional Engineer licensed to practice in New York State must certify the estimates and computations. Sewage flow rate estimates and calculations shall be subject to approval by the Board as well as, at the Board's option, confirmation post-installation after use of the new or modified connection has begun.

### PART II

Table 12.05.03-1 in Article 12 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is replaced in its entirety with the attached revised summary Table 12.05.03-1.

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**TABLE 12.05.03-1: NEW DEVELOPMENT SEWAGE FLOW RATES** (footnotes appear following the end of Table )

(Table B-3 of the *Design Standards for Intermediate-Sized Wastewater Treatment Systems*, 2014 edition as released by the New York State Department of Environmental Conservation March 5, 2014 [see, pages B-16ff at: <[http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf)>] is, in its entirety, applicable to Section 12.05.03 of these regulations. As a convenience, the following chart presents a summary of the most common sources of flow from Table B-3. In the event that there is any difference or conflict between Table B-3 and this Table 12.05.03-1, however, the provisions of Table B-3 shall be controlling.)

Source of Flow	Flow Rate to be Added to the POIW <sup>(1)</sup>	Reference
Single-Family Residences and Residential-Style Group Homes	per Bedroom - 110 / 130 / 150 <sup>(2)</sup> gal/day, plus, add 150 gal/day per house with garbage grinder, plus, add 15 gal/day per non-resident employee (Group Homes only)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Apartments, Multiple Dwellings, and Assisted Living Facilities/Complexes	per Bedroom - 110 / 130 / 150 <sup>(2)</sup> gal/day, plus, add 15 gal/day per non-resident employee per shift (if any), plus, add 10 gal/day per in-room kitchen (Assisted Living only)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Mobile Home Parks	per "Single-Wide" Home / pad - 220 gal/day, and/or per "Double-Wide" Home / pad - 330 gal/day, plus, add 15 gal/day per non-resident employee per shift (if any)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Hotels, Motels, and Bed & Breakfast Establishments	per Sleeping Unit - 110 / 130 / 150 <sup>(2)</sup> gal/day, plus, add 10 gal/day per in-room kitchen (if any), plus, add 20 gal/day per in-room Jacuzzi <sup>®</sup> /spa (if any), plus, add 15 gal/day per non-resident employee per shift (if any), plus, add for on-site food service, if any (see, Restaurants, below) per Bed - 175 gal/day, plus, add 30 gal/day per outpatient or "day habilitation" patient served, plus, add 15 gal/day per employee per shift (if any), plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Hospitals and Nursing Homes	per Bed - 175 gal/day, plus, add 30 gal/day per outpatient or "day habilitation" patient served, plus, add 15 gal/day per employee per shift (if any), plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Day Care	per Child served - 20 gal/day, plus, add 15 gal/day per non-resident employee per shift (if any), plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Kennel and/or Pet Grooming	per Kennel / Run / Cage - 50 gal/day, plus, add 15 gal/day per employee per shift (if any), plus, add 500 gal/day per pet grooming station (if any)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
(continues on next page)		

<i>(continued from prior page)</i>		
Source of Flow	Flow Rate to be Added to the POTW <sup>(3)</sup>	Reference
Doctor's, Dentist's, or Veterinarian's Offices	per Doctor [non-Dentist], or per Dental Care Chair - 250 gal/day, and/or per Veterinarian - 200 gal/day, plus, add 15 gal/day per non-doctor/dentist/vet. employee per shift (if any)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Laundromat	per Washing Machine - 580 gal/day, plus, add 15 gal/day per employee per shift (if any)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Arena, Assembly Hall, Auditorium, Concert Hall, or Theater	per Seat - 5 gal/day, plus, add 15 gal/day per employee per shift, plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Banquet Hall and/or Catering Hall	per Seat - 10 gal/day, plus, add 15 gal/day per employee per shift, plus, add 150 gal/day per garbage grinder (or, if large, separately evaluate)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Office Buildings	per Employee per shift - 15 gal/day, plus, add 5 gal/day per shower unit (if any), plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Discount Stores, Dept. Stores, Grocery Stores, Merchandise Clubs, Retail Stores, and Shopping Centers	per square foot - 0.1 gal/day, plus, add 15 gal/day per employee per shift, plus, add for on-site food service, if any (see, Restaurants, below), plus, add for on-site bakery, butcher, and/or deli, if any, based on similar industry type and size as well as proposed operations	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Convenience Stores and/or Service Stations	per toilet - 400 gal/day, plus, add 15 gal/day per employee per shift, plus, add for on-site food service, if any (see, Restaurants, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
Factories and/or Distribution Warehouses	per Employee per shift - 15 gal/day, plus, add 10 gal/day per shower unit (if any), plus, add for on-site food service, if any (see, Restaurants, below), plus, add for process water use, if any (see, Industrial Facilities, below)	<i>Design Standards for Intermediate-Sized Wastewater Treatment Systems</i> , 2014 edition as published by the NYSDEC <sup>(3)</sup>
<i>(continues on next page)</i>		

(continued from prior page)		
Source of Flow	Flow Rate to be Added to the POTW (1)	Reference
Restaurants	<p>Dine-In Cook-to-Order Restaurant (not 24-hour) - 35 gal/day per seat; Fast Food Restaurant (not 24-hour) - 25 gal/day per seat, plus 500 gal/day per drive-up window; if 24-Hour Restaurant - use 50 gal/day per seat instead of number above; Buffet/Cafeteria - pro-rate based on hours of service -versus- 24-Hour Restaurant, above; Restaurant in Proximity to Freeway Exit - 75 gal/day per seat, plus 500 gal/day per drive-up window; Drive-In Restaurant - 25 gal/day per car space; Tavern/Bar/Lounge - 20 gal/day per seat, plus, for all restaurants, add 15 gal/day per employee per shift, plus, add 150 gal/day per garbage grinder (or, if large, separately evaluate) To be determined at the time of application based on similar industry type and size as well as proposed operations</p>	Design Standards for Intermediate-Sized Wastewater Treatment Systems, 2014 edition as published by the NYSDEC (3)
Industrial Facilities	<p>Other sources (such as Barber Shops, Beauty Salons, Campgrounds, Churches, Fire Halls, Fitness Centers, Gyms, Health Clubs, Libraries, Parks, Prisons, Recreational Facilities, Schools, Transportation Terminals, etc.)</p> <p>If listed therein, to be determined at the time of application based on Table B-3 in the Design Standards for Intermediate-Sized Wastewater Treatment Systems, 2014 edition as published by the NYSDEC (3); see, pages B-16ff of &lt;<a href="http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf">http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf</a>&gt; or, if not listed, to be determined based on similar business type and size</p>	

#### Footnotes

(1) The Design Standards for Intermediate-Sized Wastewater Treatment Systems, 2014 edition as published by NYSDEC allow for the following:

- "Typical Per-Unit Hydraulic Loading Rates" based on Table B-3 (common sources from which are summarized above) in the Design Standards for Intermediate-Sized Wastewater Treatment Systems, 2014 edition as published by the NYSDEC. For other less frequent sources, refer to full Table B-3 at pages B-16ff of URL: <[http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf)>. When a development includes several types of uses from the Table, each use shall be computed separately. Except for the 110/130/150 (2) gal/day per unit values, the per-unit hydraulic loading rates, above and in Table B-3, may be reduced by 20% if certified water saving

plumbing fixtures are used in the development. A combination of low-flow, medium-flow, and high-flow fixtures can also be considered on a *pro-rata* basis when supported with engineering calculations. Expected hydraulic loading rates (flow rates) based on new/alternative technologies will be considered on a case-by-case basis.

b. "Actual Measured Wastewater Flow Data" for a minimum of one year collected during similar operational conditions. For further information, see Method 2 under B.6.b (Design Flow) on pages B-15 to B-16 of the *Design Standards for Intermediate-Sized Wastewater Treatment Systems*, 2014 edition as published by the NYSDEC accessible at URL: [http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf).

c. "Actual Measured Water Usage Data" for a minimum of one year collected during similar operational conditions. For further information, see Method 3 under B.6.b (Design Flow) on page B-16 of the *Design Standards for Intermediate-Sized Wastewater Treatment Systems*, 2014 edition as published by the NYSDEC accessible at URL: [http://www.dec.ny.gov/docs/water\\_pdf/2014designstd.pdf](http://www.dec.ny.gov/docs/water_pdf/2014designstd.pdf).

(2) 110 gpd for post-1994 plumbing code fixtures; 130 gpd for post-1979 through pre-1995 fixtures; and 150 gpd for pre-1980 fixtures. Homes over 1,000 gpd, community systems, or lodging establishments with medium-flow or high-flow fixtures must account for their higher peak flow periods.

(3) In the event that NYSDEC amends its 2014 edition, the amended edition shall govern prospectively only, with respect to applications submitted on or after the first day of the month which is at least 90 days following the public release of the final version of the amendment.

## AMENDMENT 2015-7 (AMENDMENTS TO ARTICLE 13)

... amending Article 13 of the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant*

### PART I

The definition of "Default" in Section 13.04 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

"Default" shall mean if a certificate of occupancy has not been issued within one year from the time of issuance of the Flow Credit Note or, if later, within the additional time allowed for issuance of the certificate of occupancy when extended as provided herein.

### PART II

The first paragraph of Section 13.05 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

New or modified sewer connections adding more than 2,500 gallons per day (gpd) in average daily flow volume shall be offset by an equal quantity of infiltration and/or inflow removal. This offset is a one to one (1:1) offset. The offset of infiltration and/or inflow shall occur in the same I/I Remediation Basin as the new or modified sewer connection, unless otherwise approved in writing by the Board. The I/I Remediation Basins are geographic boundaries and are identified in Figure 13.05-1 (NOTE: *this Figure appears following Section 13.20*).

### PART III

Section 13.11 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

#### §13.11 SEWER FLOW CREDIT BANK

The Sewer Flow Credit Bank (Bank) is a mechanism administered by the Board through which Flow Credits generated from the successful completion of I/I Remediation Projects can be deposited, and then withdrawn or transferred for new or modified sewer connections.

- (a) Flow Credits shall only be used in the specific I/I Remediation Basin in which they were generated. They are not transferable to another I/I Remediation Basin,

(AMENDMENT 2015-7 [continued])

unless approved by the Board.

- (b) Once an I/I Remediation Project is certified complete, Flow Credits generated by I/I Remediation Projects shall be deposited into a separate sub-account within the Bank for the use by the Municipal User having jurisdiction over the site of the I/I Remediation Project. A Municipal User may, at its sole option, grant, sell, or otherwise transfer Flow Credits to entities other than the Municipal User, whether on a case-by-case basis or by operation of generally applicable local law, provided written notice of such transaction and/or local law is furnished to the Bank Administrator.
- (c) If an I/I Remediation Project performed by any entity generates more Flow Credits than necessary for a specific new or modified sewer connection, then all excess Flow Credits will remain "on deposit" in the Municipal User's sub-account with no expiration date. A Municipal User may, at its sole option, grant, sell, or otherwise transfer Flow Credits to entities other than the Municipal User, whether on a case-by-case basis or by operation of generally applicable local law, provided written notice of such transaction and/or local law is furnished to the Bank Administrator.
- (d) Flow Credits are subject to eminent domain; a Municipal User having jurisdiction over the I/I Remediation Basin can mandate that Flow Credits "on deposit" in the name of a private entity generated in relation to an I/I Remediation Project within such Municipal User's boundaries shall be "condemned" for a "public purpose".
- (e) Flow Credits shall be denominated in gallons per day.
- (f) No Flow Credits are required with respect to a new or modified sewer connection that does not add more than 2,500 gallons per day average daily flow volume.

With respect to a new or modified sewer connection that adds more than 2,500 gallons per day average daily flow volume, the quantity of Flow Credits required for such new or modified sewer connection shall be equal to the increase in average daily flow volume that is added by such new or modified sewer connection, referred to as a one-to-one (1:1) offset ratio.

- (g) The transfer of Flow Credits between Municipal Users and other entities shall be allowed. The Bank Administrator shall have no obligation to process a transfer or sale of Flow Credits in the absence of documentation found by it to be proper documentation of the transaction, such as notarized bill of sale or memorandum of gift or grant describing the transaction. While in an "on deposit" status in the Bank, Flow Credits shall have no monetary value, accrue no interest, and may not be assigned or pledged as collateral.

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- (h) Flow Credit withdrawal and use in relation to an application shall be:
- (1) subject to approval of the Bank Administrator based on demonstration by the Applicant of adequate hydraulic and treatment capacity in the sewage collection system and Treatment Plant in relation to the application under the Article 12 – New or Modified Sewer Connection Application Program, of these rules and regulations.
  - (2) in accordance with approval for the new or modified sewer connection under the Article 12 – New or Modified Sewer Connection Application Program, of these rules and regulations.
- (i) The existence of Flow Credits “on deposit” or posted to the account or sub-account of any entity creates no “vested rights” or entitlement whatsoever to make a new or modified sewer connection until all requirements and conditions applicable at the proposed new or modified sewer connection site are satisfied in the judgment and discretion of the governmental entity having jurisdiction thereof.

#### PART IV

The second paragraph of Section 13.15 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

Flow Credits shall only be made available if there is available capacity of both the affected sewers and the Treatment Plant to accommodate the estimated peak hourly sewage flow rate associated with such credits as documented in the Sewer Extension Engineering Report (refer to Article 12 – New or Modified Sewer Connection Application Program).

#### PART V

The fifth paragraph of Section 13.15 in the *Rules and Regulations Relating to Use of the Binghamton-Johnson City Joint Sewage Treatment Plant* is amended to read as follows:

All new or modified sewer connections require approval by the Principal Municipal User and all new or modified sewer connections adding more than 2,500 gpd average daily flow volume additionally require approval by the Intermediate Municipal User (if applicable), Affected Owner, the Board, the Broome County Department of Health and, if applicable, other governmental agencies (such as the New York State Department of Environmental Conservation [NYS-DEC] and/or the New York State Department of

(AMENDMENT 2015-7 [continued])

Health [NYS-DOH]). If a new or modified sewer connection is made without prior approval and/or without a Flow Credit Note as stated above, the Board shall refer this matter to the Broome County Department of Health and the NYS-DEC and/or NYS-DOH.

(end of Amendment 2015-7)

**EXCERPT**

**RULES AND REGULATIONS  
RELATING TO USE OF THE  
BINGHAMTON-JOHNSON CITY  
JOINT SEWAGE TREATMENT PLANT**

**ISSUED BY:**

**THE BINGHAMTON-JOHNSON CITY  
JOINT SEWAGE BOARD**

**1997**

\* \* \* \*

### §3.10 PROCEDURE FOR ADOPTION AND AMENDMENT OF RULES AND REGULATIONS

- (a) The Joint Sewage Board prior to the adoption, amendment, or repeal of any Rule or Regulation shall:
- (1) Publish notice at least ten days prior to the intended action. Notice shall include a statement of either the terms or substance of the intended action or a description of subjects and issues involved, and the time, place, and manner in which interested persons may present their views.
  - (2) Afford all interested parties reasonable opportunity to submit data, views, or arguments orally or in writing. Reasons for adoption and refusal of the proposed rule as well as the decision of the Joint Sewage Board shall be recorded and available for public inspection.
  - (3) Within 15 days after Board action, file a certified copy of each such amendment to the Rules and Regulations with the City Council and the Village Board of Trustees for approval. In the event that no action is taken by the City Council and the Village Board of Trustees within 30 days, the proposed amendment shall be deemed approved. When either the City Council or the Village Board of Trustees disapproves a proposed amendment to the Rules and Regulations, then a meeting shall be convened between the Board and the Owners to resolve any disagreement.
- (b) The rule or regulation, or amendment or repeal thereof, shall be effective ten days after approval, except if the rule is adopted under the emergency procedures of Subsection (c), then it shall be effective upon adoption by the Board.
- (c) If the Board determines that emergency action is required, the Board may waive the provisions of Subsection (a) above and proceed to adopt an emergency rule. The emergency rule shall be effective for a period not exceeding 120 days unless it is readopted in accordance with Subsection (a) above.

### §3.11 PUBLICATION OF RULES AND REGULATIONS

The Joint Sewage Board shall compile, index, and publish all effective Rules and Regulations. The compilation shall be supplemented as often as necessary.

\* \* \* \*



# Legislative Branch

RL Number:  
15-85  
Date Submitted:  
4/29/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Trish Keppler

Title/Department: Personnel

Contact Information: 772-7067

### RL Information

Proposed Title: Approval of 1/1/15 - 12/31/19 collective bargaining agreement with Police Union

Suggested Content:

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input checked="" type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE CITY OF BINGHAMTON  
AND  
THE BINGHAMTON  
POLICE BENEVOLENT ASSOCIATION, INC.  
FROM JANUARY 1, 2015 - DECEMBER 31, 2019

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## PREAMBLE

This Agreement entered into by and between the CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK and the BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC. for the purpose of establishing for those members covered by this Agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the City and its members to serve the public. It shall be the further purpose of this Agreement of the parties to promote the highest degree of effectiveness in the conduct of the City's services.

## WITNESSETH

It is mutually agreed and understood that this Agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, as now is in effect and as may hereinafter be amended from time to time, and also pursuant to the provisions of the Local Laws, Ordinances and Regulations of the City of Binghamton.

For purposes of this Agreement, the parties hereto shall be hereinafter referred to as follows:

- (a) City of Binghamton, "City"
- (b) Binghamton Police Benevolent Association, Inc., "PBA"
- (c) The Binghamton Police Bureau (the "Bureau")

## AGREEMENT

THIS AGREEMENT is entered into this 30<sup>th</sup> day of April 2015 by and between the CITY OF BINGHAMTON, NEW YORK hereinafter referred to as "City", and THE BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter referred to as "PBA").

## 1. RECOGNITION

The City, pursuant to Section 207 of the Public Employees Fair Employment Act, hereby recognizes the PBA as the exclusive representative for purposes of collective bargaining and grievances for all members of the Police Bureau covered by this contract.



## 1.A. THE COLLECTIVE BARGAINING UNIT

The appropriate collective bargaining unit covered by this Agreement shall be all members (hereinafter referred to as collectively as "members" of the bargaining unit, or individually, as a "member" of the bargaining unit), employed in the Police Bureau, with the exception of the Chief of the Bureau (hereinafter referred to as the "Chief"). Regarding the Assistant Chiefs of the Bureau (hereinafter referred to collectively as "Assistant Chiefs", or individually as an "Assistant Chief"), refer to the decision dated 4 June 2010 by Administrative Law Judge Nancy L. Burritt.

## 2. STRIKE PROHIBITION

The PBA affirms that it does not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

## 3. PBA DUES

A. The City agrees to withhold PBA membership dues and Council 82 fees from the pay of each member of the unit who authorizes said withholding in writing to the Comptroller.

1. The amount of said PBA dues shall be that amount certified in writing by the elected officers of the PBA to the comptroller. The amount to be withheld shall be a fixed amount per pay period, per member, and shall not fluctuate with hours worked or any other variable function. The amount of said Council 82 fees shall be that amount certified in writing by the Business Manager of Council 82 to the Comptroller. The amount withheld shall be a fixed amount per pay period, and shall not fluctuate with hours worked or any other variable function.

B. The City agrees to withhold a life insurance payment, or a payment for any other form of PBA authorized insurance, in an amount certified in writing by the elected officers of the PBA to the comptroller from the pay of each member of the unit who authorizes the withholding of PBA dues in writing to the comptroller.

C. The total amount of the aforementioned deductions shall be transmitted each month to the designated financial officer of the PBA, together with a list of members from whom the deduction were made. The total amount of the aforesaid Council 82 fees shall be transmitted each month to the designated financial officer of Council 82, together with a list of members from whom deductions were made.

D. Within 10 days of the execution of this Agreement, the PBA shall furnish to the comptroller a roster of members from whom dues are expected to be withheld, and said roster shall be updated at no more than one year intervals.

E. The PBA agrees to indemnify and hold harmless the City from any cause of action, claim, loss or damages incurred as a result of this section. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its officers and members shall not be liable for any delay in carrying out such deduction; and, upon forwarding payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

### 3A. AGENCY SHOP

The City shall recognize the form of PBA security known, in accordance with the Civil Service Law, as the "agency shop". Any member of the bargaining unit who is employed as of January 1, 1987 who is not an Association member, and who does not make application for membership in the Association within thirty (30) days after the execution of this Agreement, and any member who is appointed after January 1, 1987, and during the term of this Agreement, who does not make application for membership in the Association within thirty (30) days after the member's appointment, and any Association member who, during the term of this Agreement, is removed from the membership in the Association, shall, as a condition of employment, have deducted from the member's bi-weekly wage, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association bi-weekly dues, as a contribution towards the administration of this Agreement.

The Association shall establish and maintain a procedure providing for the refund to any member demanding the return of any part of an agency shop fee which represents the member's pro-rata share of expenditures by the Association in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require a member to become an Association member.

### 3B. PAY DAY

The members of the bargaining unit shall be paid on a bi-weekly basis absent extraordinary circumstances. Pay checks shall be available on the day preceding pay day by 5:00 PM.

### 4. MANAGEMENT RIGHTS

It is recognized that the management of the City government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City, except as otherwise specifically limited in this Agreement.

### 5. BINGHAMTON PBA RECEIVES:

A. New Classifications. The City agrees that in the event it establishes new classifications, it will furnish the PBA with the new job descriptions.

B. Monthly Meetings. The PBA shall be allowed to use the Roll Call Room or Classroom in Police Headquarters for monthly meetings, if scheduled in advance, at no cost to the PBA.

C. Storage of Equipment. The PBA shall be allowed to store ordinary and necessary PEA equipment, including filing cabinets, at no cost to the PBA, and in an area readily available to its members.

D. Bulletin Boards. The PBA shall have the right to post notices and communications upon the bulletin boards maintained in the locker room, and Roll Call Room of Police Headquarters. The material posted shall be restricted to PBA business and will not contain salacious or non-PBA political material.

E. The City has provided an office for the PBA. The City further agrees to continue to permit the PBA to remain in the

office for the term of the Collective Bargaining Agreement herein.

## 6. HOLIDAYS

A. The following is a list of all holidays for all members of the PBA. Appendix A to this Agreement is a list of the actual date for each such holiday.

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

B. In addition to the above holidays, members of the Police Bureau covered by this Agreement shall also receive the benefit of all other holidays designated or observed by the City, which are added to the administration list of official holidays (i.e.: times when City Hall is closed except for essential services) provided such holidays are added to the current list of official holidays after the execution of this Agreement. This shall include a determination by the administration to declare a one-time holiday as well as a determination by the administration to increase the number of official City Hall holidays. It is agreed that this section does not cover holidays that are designated and observed by other bargaining units through contract negotiations.

C. All members covered by this Agreement who do not work on a particular holiday as listed in Section 6A will be credited with one day's Holiday Compensatory Time. Members who work on a particular holiday as listed in Section 6A will be credited with 2 days of Holiday Compensatory Time. Holiday Compensatory Time is separate and distinct from compensatory time earned in lieu of overtime pay. The administration of compensatory time shall be in accordance with the Bureau rules and regulations.

D. Each member shall be allowed to carry over the use of the Christmas holiday to be carried over until May 1 of each successive year following the Christmas holiday to be carried over.

E. The City agrees to pay a member who works a holiday time and one-half (1.5X) for the 8 hours worked on any holiday during a given year (4 additional hours). This pay is in addition to the benefits provided under Section 6 entitled "Holidays" and Section 8 entitled "Compensatory Time".

The holiday overtime (4 hours) per holiday must be paid on or before December 15<sup>th</sup> of each year in addition to any check for payment for compensatory time set forth in Section 8 "Compensatory Time". If December 15<sup>th</sup> falls on a weekday or holiday, payment will be made the last succeeding workday before December 15<sup>th</sup>. A maximum of 80 hours of Compensatory Holiday Time will be paid at this time. If a member does not have 80 hours of Compensatory Holiday Time, regular compensatory time may be added to get a total of 80 hours in the December payment. Holiday compensation and retroactive overtime monies will be separately labeled on the check stub.

F. It is understood that compensation for Christmas holiday overtime monies will be paid on or before December 15<sup>th</sup> in the following year.

G. If a holiday falls on a regular work day during a week a member scheduled a vacation of at least one full week, the member shall be credited with two (2) Holiday Compensatory days.

## 7. HOURS OF WORK AND OVERTIME

A. All overtime in excess of an eight hour workday required of members of the Police Bureau and not covered in the compensatory time provisions shall be compensated at the rate of one and one-half times the member's hourly pay rate.

B. Any required appearance pursuant to a member's duties, shall be compensated at a rate of one and one-half times said member's regular rate of pay up to the start of the member's regular shift, at which time he/she shall be compensated at his/her regular rate of pay. These provisions shall not apply to a members appearance as the Respondent in a Section 75 disciplinary matter or as a Defendant in a criminal matter,

unless the member is ultimately exonerated. In situations where the Member reports more than two hours prior to the next regularly scheduled tour of duty, a minimum of three hours overtime pay is guaranteed. The three-hour guarantee is not applicable to situations where the overtime period overlaps or is continuous with the regularly scheduled tour of duty. A required appearance is defined as a direction to appear in response to a lawful subpoena issued by a Judge, the Broome County District Attorney's Office, Division of Parole, or a Notice of Hearing issued by the NY Department of Motor Vehicles. Any other appearance pursuant to a member's duties will be compensated at an overtime rate only with the approval of the Chief of Police or Chief's designee. All subpoenas accepted by a member must be delivered to the Chief of Police or the Chief's designee on the member's next working day upon receipt. If the City refused to honor the subpoena and pay the member for the time of the subpoena, the City will be responsible for representation of the member for any judicial action and punitive damages.

C. All members of the Police Bureau who are required to report to In Service Training schedules on off-duty hours shall be compensated at the rate of one and one-half times the member's hourly rate except as modified below.

D. A member after one year service in the Bureau may be granted leave with full pay for advanced study in the Police Science Course at any accredited College upon recommendation of his/her superior and concurrence by the Chief of Police, which recommendations shall be submitted to the City Council of Binghamton for approval and authorization. A member receiving said authorization shall work in the Bureau when not in attendance at said college and, at the time the Member requests such paid leave, upon completion of the program, shall execute an Agreement to continue with the Bureau for at least the amount of time spent in advance study.

E. If a member is directed to attend a school or seminar or any special assignment on Monday through Friday for a week or more in duration then the City has the right to change days off of the member to schedule Saturday and Sunday as the days off. If the member attends a school or seminar or any special assignment for less than a week, then the member shall be paid time and a half for attendance during the member's regularly scheduled days off or compensatory time at time and a half in

the sole discretion of the member. Any member may volunteer to attend a school or training session on his or her day off in return for a different mutually agreed on day off. The member agreeing to work a day off to train will be marked XW/DO for that day. The day off that was mutually agreed on between the member and the administration will be marked DO/W.

#### 8. COMPENSATORY TIME

A. In the event a member is unable to use accumulated compensatory time, he/she shall be paid in lieu thereof at his/her regular hourly pay rate at time of payment.

B. Each member shall be allowed to accumulate a maximum of 80 hours annually.

C. Payment of compensatory time shall be made on or before December 15 each year unless December 15 is on a weekend or holiday in which case payment shall be made on the next succeeding workday.

#### 9. VACATION

A. Each member hired-by the City prior to January 1, 1987:

1. Shall be entitled to:
  - a. five paid vacation days after six months of service;
  - b. ten paid vacation days after one year of service;
  - c. twenty paid vacation days after two years of service;

B. Each member hired by the City after January 1, 1987;

1. Shall be entitled to:
  - a. five paid vacation days after six months of service;
  - b. ten paid vacation days after one year of service;
  - c. fifteen paid vacation days after three years of service;
  - d. twenty paid vacations days after four years of service;

C. Commencing on January 1, 1988 an member shall be entitled to twenty-two paid vacation days after seventeen years of service.

D. 1. Vacation is not cumulative from one calendar year to the next.

2. Vacation shall be administered by the Bureau Head.

3. Vacation assignments shall be based upon seniority.

4. Upon retirement, members with seventeen years or more of service shall receive twenty-two working days of vacation.

Members who retire with less than seventeen years' service will receive a pro-rated portion of their annual vacation as follows:

If the retirement occurs on or before June 30th--eleven working days. If the retirement occurs on or after July 1--twenty-two working days. The above rules regarding vacation time due at retirement cover only those days of vacation time which were unused prior to retirement. In no event shall an member who retires or otherwise terminates employment with the Police Bureau receive more than twenty-two working days of vacation time in any one year.

#### 10. SICK LEAVE

A. Sick leave shall be accumulated by members of the Police Bureau on the basis of one day per month.

B. Members at time of their retirement, including disability retirement of any kind awarded by the New York State Police and Firemen Retirement System, will be paid for two-thirds of their unused accumulated sick time up to a maximum of 150 days at two-thirds pay (100 days at full pay) effective on and after December 31, 2005. The parties further agree that members will be allowed in their discretion to allocate some or all of the sick leave payout up to the maximum of 100 days full pay, to pay for post-retirement health insurance premiums. The City's administration of such funds shall be in accordance with applicable U.S. Internal Revenue Service rules and regulations. Sick leave payout shall be computed solely on the number of sick days accrued as a member of the Police Bureau.



C. Sick leave or disaster leave donation program.

a. The PBA and City agree to establish a committee of four (4) individuals to determine eligibility for donations of accrued time from members in the event of a disaster or illness. The committee will consist of two individuals appointed from the PBA and two individuals appointed from the Administration. A determination of eligibility requires three votes by the committee. The determination of eligibility is not grievable under this Agreement.

b. A member may donate sick, vacation, holiday, personal leave and/or compensatory time to any member who has exhausted all sick leave and is in a documented need of sick leave due to personal or family illness, injury or disaster. A member may donate sick time provided they maintain thirty (30) days of sick time. No member may donate more than ten (10) days of sick time during a calendar year. Sick time usage for donation purposes is only applicable to this section of this Agreement.

c. The donated time will be valued at the recipient's current rate of pay, regardless of the rate of pay of the donating member. Determination of who shall receive donated time shall be at the sole discretion of the donating member once eligibility has been determined.

d. Accounting of the transfer to donated time shall be the sole responsibility of the City.

11. DEATH BENEFITS

A. Unused compensatory time, overtime, holiday and vacation pay shall be paid to the Bureau member's surviving spouse or estate within thirty days of the termination of employment because of death.

B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Police Officers of the City of Binghamton.

C. . The City will pay to the surviving spouse or if there be none, to the beneficiary of the estate of a member, 2/3 of unused sick time, up to a maximum payout of 150 days at 2/3 pay,

100 days at full pay. Such payment shall be made within thirty (30) days of termination of employment because of death. Payment shall be at the rate set forth in this Agreement. Sick leave payout shall be computed solely on the number of sick days accrued as a member of the Police Bureau. The City agrees to give the surviving spouse the choice between the cash payout and an equal dollar amount of paid up health insurance. If surviving spouse elects to accept the coverage, at any time during this period of coverage the spouse may opt to waive the coverage and request the balance of the monies due in cash.

D. Widows/Widowers Line of Duty Health Insurance: Effective January 1, 1997, the widow, widowers or surviving dependent children of a member killed in the line of duty shall continue to receive health insurance from the City of Binghamton at no cost for a period of one year; thereafter the widow, widower and/or dependent children shall be entitled to participate in the City's group Health Insurance plan at a rate equal to that of the City. The benefits contained in Section 11(C) above if any shall apply after this one-year period.

E. Widows/Widowers Line of Duty Death Sick Leave Payout:; , The City shall pay the surviving spouse, or if none, the surviving dependent children the accumulated unused sick time at the same rate as described in Section 11(C).

## 12. PERSONAL LEAVE

A. Members shall be entitled to three (3), personal leave days annually Requests for such leave shall be made at least twenty-four hours in advance, except in cases of emergency. Personal leave shall not be cumulative, must be used within the calendar year and shall be granted with permission of the Bureau Head.

B.

Members shall be allowed up to two (2) bereavement days annually due to the death of an immediate family member. Immediate family includes spouse, parent, sibling, child, mother and father-in-law, grandparents, grandchildren, brother and sister-in-law, step relations, significant other Significant other is defined as themember's domestic partner. Bereavement days cannot be accumulated and are to be used only as stated. Additional days may be granted at the sole discretion of the Chief of Police.13. MATERNITY LEAVE

Members will be granted unpaid maternity leaves upon written application to the Chief which shall, so far as possible, be made at least six (6) months before the expected birth of the child. Such leave shall commence no earlier than five (5) months before the birth of the child except when an earlier time is recommended for medical reasons and no later than at such time as the member is unable in all respects to perform her normal duties and shall continue for a period of not exceeding six (6) months after the birth of the child. The member will not accumulate additional leave during maternity leave. However, upon return from such leave, prior accumulated leave days will be restored and the member will be placed on the salary schedule according to years of service.

#### 14. HEALTH INSURANCE

Effective retroactively to January 1, 2015, members will pay pro-rated health care contributions in the amount of \$4,158 for a family plan and \$1,712 for an individual plan. Effective January 1, 2016, members will pay pro-rated health care contributions in the amount of \$4,408 for a family plan and \$1,815 for an individual plan. Effective January 1, 2017, members will pay pro-rated health care contributions in the amount of \$4,647 for a family plan and \$2,052 for an individual plan. Effective January 1, 2018, members will pay pro-rated health care contributions in the amount of \$4,897 for a family plan and \$2,175 for an individual plan. Effective January 1, 2019, members will pay pro-rated health care contributions in the amount of \$5,147 for a family plan and \$2,450 for an individual plan.

New members starting on or after September 23, 2010 will automatically be enrolled in the PPO-B or its equivalent plan and will contribute 15% of the cost of the plan for 2015 and 2016. The members will contribute 16% for 2017, and 2018 and 2019, with the rate increasing to 17% on 12/31/19. .

B. The City shall have the right to change the health insurance carrier provided that the insurance coverage and plan benefits are equal to or better than that provided by the Blue Cross/Blue Shield Regionwide Option IV Plan. Effective August 1, 2010, Blue Cross / Blue Shield replaced the existing plan with CalssicBlue Regionwide Plan.

C. The health insurance incentive for members who have other health insurance coverage and who elect not to participate in the City's health insurance coverage provided through this contract, shall be entitled to an annual payment of \$2,600 to be paid in equal amounts on each pay date effective January 1, 2003.

#### 15. UNIFORM ALLOWANCE

A. Each member of the Police Department covered by this Agreement shall be allowed a Nine Hundred (\$900) Dollar uniform allowance. If a member leaves the employment of the City before July 1, he/she shall receive one-half of the uniform allowance. If he/she leaves after July 1 or after he/she will be entitled to the whole allowance. However, effective on January 1, 2001, newly hired members shall receive \$1,175.00 if hired between January 1<sup>st</sup> and June 30<sup>th</sup> and \$587.50 if hired between July 1<sup>st</sup> and December 31<sup>st</sup>.

B. Said uniform allowance may also include reimbursement by the City for replacement of personal effects which have been damaged in the performance of duty and may be granted at the discretion of the Chief of Police. Payments are to be made one lump sum on or before March 1.

C. The City may implement a uniform supply or quarter-master system which will:

1. Provide cleaning and maintenance without charge.
2. Provide high quality equipment without charge.
3. Maintain and improve present standards of equipment and clothing without charge.

In the event said system is implemented, the uniform allowance shall be discontinued, provided that all purchase of uniform and equipment approved by the Chief of Police and made before January 1<sup>st</sup> each year of this Agreement, will be paid for by the City, up to a limit of one half of the previous year's uniform allowance per member; and those persons assigned to plain clothes duty shall receive a uniform allowance in the amount set forth above to be provided for each six months of service thereof in plain clothes.

#### 16. RETIREMENT PLAN

A. All members of the Bureau of Police covered by this Agreement who were accepted into the Retirement System on or before June 30, 1973, will continue to receive Tier I Retirement Plan, including the one year averaging of final salary in accordance with Article 8, Section 302 (9) (d) of the New York State Retirement and Social Security law.

B. All members of the Bureau of Police covered by this Agreement who were accepted into the Retirement System on or after July 1, 1973, will receive the plan outlined in subsection (A) above as modified by the requirements of the applicable state statute now in effect. Section 443(f) of the New York State Retirement and Social Security Law does not apply.

C. All Bureau of Police members shall be eligible to elect the provisions of the New York State Retirement and Social Security law section 375(i) (the improved career plan).

#### 17. RELEASE TIME FOR PBA BUSINESS

The City will give appropriate release time with pay to two members and Delegates to attend the NYS Police Conference and functions and to the President of one Delegate for such other functions in relation to PBA business as from time to time become necessary. Said leave shall be at the discretion of the Chief of Police, whose approval of leave requests shall not be unreasonably withheld.

#### 18. GRIEVANCES

##### A. Discharge and Discipline

1. Any disciplinary action involving permanently appointed members in this unit shall, unless waived, be processed in accordance with Sections 75 and 76 of the Civil Service Law.

2. Members covered by this Agreement shall be entitled to representation by the PBA during the course of disciplinary proceedings.

3. Members shall not be obligated to sign any Bureau prepared admissions of guilt to be used in a disciplinary proceeding without first being given the opportunity to consult with a representative of the PBA. Said consultation shall, except under extenuating circumstances, take place within

twenty-four hours of the initial request for the member's admission.

4. Contract Administration - Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall, be settled in the following manner.

Step 1. Within fifteen working days (Monday-Friday) from the date of the occurrence of the event or action prompting the grievance, or within fifteen working days (Monday-Friday) after the member(s) becomes aware of the event prompting the grievance, the PBA President or his/her designee shall meet with the Chief of Police to discuss and attempt to resolve the grievance or dispute.

Notice of the grievance shall be in writing, and the answer of the Chief of Police shall be submitted to the PBA in writing not more than five working days after said meeting.

Step 2. A. If the grievance or dispute is not resolved at Step 1, it may be submitted by the PBA President or his/her designee to the Mayor of the City of Binghamton. The submission shall be in writing, shall contain the reasons for dissatisfaction with Step 1 determination, and shall be submitted within fifteen working days of receipt of the Step 1 determination.

B. Within five (5) working days of receipt of the Step 2 grievance, the Mayor or his/her designee shall arrange to meet with the PBA to attempt to resolve the grievance. Said meeting shall consist of the Mayor of the City, or his/her designee, and not more than two other representatives of the City; and the PBA President or his/her designee, and not more than two other representatives of the PBA, and the grievant(s).

C. Within fifteen (15) working days of the aforesaid meeting, a written decision shall be rendered by the Mayor. If the PBA is dissatisfied with the Step 2 decision, the PBA may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) work days from receipt of the Step 2 decision.

The PBA within the same time period, shall file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.

The arbitration shall be pursued in accordance with rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the authority to add to, delete from, amend, modify, change or in any manner to alter the terms and conditions of the collective bargaining Agreement between the parties.

All costs related to the arbitration process shall be equally shared by the PBA and the City.

If the City fails to comply with the foregoing limitations of time, the relief sought shall be granted; if the PBA fails to comply with the foregoing limitations of time, the grievance shall be deemed abandoned or settled upon the City's last answer. All time limits specified above may be extended by mutual agreement, not to be unreasonably withheld by either party.

#### 19. PERSONNEL RECORD REVIEW

A. No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in a member's official personnel file without providing the member notice and an opportunity to respond. Should a member disagree with all or part of such document, the member shall have the right to place a response into his/her official personnel file.

B. When the City receives any letter of commendation for a member, it shall place it in the member's official personnel file, and the member shall be provided a copy at the same time.

#### 20. DURATION

This Agreement shall become effective on January 1, 2015 and shall continue through December 31, 2019 unless otherwise stated.

#### 21. LEGISLATIVE ACTION

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate body has given approval.

## 22. SALARY

Members shall receive the attached schedule of salaries, Appendix B, effective retroactive to January 1, 2012, including a New Salary Schedule for members hired after January 1, 2013.

### C. Longevity Pay

Members may receive longevity pay as follows:

8 years of service - \$ 1,000

12 years of service - \$1,550

17 years of service - \$2,100

### D. Out of Title Work

Where any sergeant or lieutenant is validly assigned during the contract year to fill a temporary vacancy in a higher paying classification, he/she shall be entitled to the rate of pay of the next higher classification to the extent of funds provided for said purpose are available. The funds available in 2015 will be \$20,000. In 2016, 2017, 2018 and 2019 \$25,000 will be available.

Payments for out of title work shall be made individually in lump sums within (20) days after the contract year.

## 23. SHIFT DIFFERENTIAL

All members on the following reliefs will receive the following additional per hour increase:

Relief 1: 1/1/2015 1.30 1/1/2019 \$1.50

Relief 3: 1/1/2015 1.10 1/1/2019 \$1.10

Shift differential shall be paid on all hours worked (including overtime hours) as well as all hours paid (i.e., sick leave, vacation, holidays, personal leave and compensatory time).

## 24. COLLEGE DEGREE INCENTIVE PAY

A. Each member who holds a bachelor's degree from an accredited college or university shall receive \$300 per year in



additional salary. Any member who holds a bachelor degree is not entitled to the benefits of paragraph 24-B.

B. Each member, hired prior to 1/1/2015, who holds an Associate Arts Degree in Police Science, Criminal Justice (or another AA degree satisfactorily related to police work in the discretion of the Chief), shall receive \$200 per year in additional salary.

C. This amount shall be paid in 26 equal installments, to coincide with regular payrolls, and shall be prorated from the time when a member desiring this benefit presents proof of his qualifications to the Personnel Director.

## 25. FIREARMS QUALIFICATION

Each member is required to demonstrate proficiency with the service weapons in accordance with the program to be implemented by the City in its work rules.

## 26. POLICE LABOR-MANAGEMENT COMMITTEE

A Police Labor-Management Committee shall be established for the purpose of discussion at mutually acceptable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This committee shall be limited to three labor and three management members and shall meet at the request of either party upon reasonable notice to the other party, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

## 27. WORK SCHEDULE

A. The Bureau of Police shall operate three reliefs, each of eight hours duration. The following features shall govern this work schedule.

1. Schedule Cycle: 5 days on duty - 2 days off duty
2. Shift Length: 8 hours
3. Work Week: 40 hours
4. Days Off: 104 per year (not including discretionary leave)

5. Shift Rotation: None

6. Seniority: Members shall select shift preference and fixed days off on the basis of seniority in grade for purposes of this Article. Said selection shall be made on an annual basis on or before the first day of November of each year. Seniority for purposes of this article is defined as length of service in the grade in which selection is being made rather than length of service in the police Bureau.

7. Vacations: Vacations shall be selected by relief upon the basis of seniority with a maximum of three patrol members and one superior officer on vacation on any given day.

B. Staffing and Minimum Manpower:

1. Daily staffing for patrol division: The City and the PBA agree to maintain the minimum daily staffing covering the posts on the street of the three reliefs as follows:

Relief 1: Tuesday through Sunday - 10  
Monday - 9

Relief 2: Monday through Saturday - 8  
Sunday - 7

Relief 3: Monday through Saturday - 10  
Sunday - 9

2. For the purposes of this article, workdays for Relief 1 are specified as follows:

Monday - Sunday for Monday  
Tuesday - Monday for Tuesday  
Wednesday - Tuesday for Wednesday  
Thursday - Wednesday for Thursday  
Friday - Thursday for Friday  
Saturday - Friday for Saturday  
Sunday - Saturday for Sunday

3. Notwithstanding the provisions of Section B.1 and 2 above, shift captains may require greater staffing if, in the shift captain's discretion and after approval by the Chief or Assistant Chief, greater manpower is desirable for the safety of the public or their fellow officers. Any overtime under this section will be paid at time and a half. (For example: special circumstances, PBA strikes, parades, B.C.

Pops and/or emergency situations, etc)

4. After consultation with the Chief or an Assistant Chief, if daily staffing figures cannot be met within the relief, the captain or acting captain will cancel (subject to rescheduling at a mutually agreed upon date between the affected member and his/her supervisor) holidays, personal leave days and compensatory days of members assigned to the relief until the staffing requirement is met. If staffing still is not met, then Section B.5, below, will apply and members will be called for compensatory time.

5. If a member agrees to be called in pursuant to Section B.4, above, (that is, his holiday, personal leave days or compensatory days have not been cancelled, then the member will be compensated with compensatory time only at a time and a half rate. (For example: 8 hours of work will generate 12 hours of compensatory time *earned in lieu of overtime*)

C. This Agreement is intended to supersede any previously implemented shift schedules be they established by a statute adopted prior to and inconsistent with Article 14 of the Civil Service Law, collectively negotiated or established by past practice in this Bureau.

D. In the event that any legal actions are comm., 1995enced to challenge the implementation of this Agreement, the PBA and the City agree to jointly appear and defend this Agreement as made herein.

E. This Agreement shall have no effect on those members of the bargaining unit who are assigned to work regular office hours Monday through Friday at City Hall and such other special details which may be deemed necessary by the Chief.

## 28. EXECUTION

No amendment or alteration of this Agreement shall be binding, unless it is in writing and signed by the Mayor with approval of City Council, if necessary, and by two duly authorized representatives of the PBA.

## 29. SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been part of this Agreement.

### 30. RETIREMENT INCENTIVE

In 1988 and thereafter all members who retire within one year and initially become eligible for retirement under the twenty year or twenty-five-year plan will receive a payment of \$2,000.

### 31. RETROACTIVITY

This Agreement is retroactive in all respects to January 1, 2015, except as otherwise specifically stated in this Agreement.

### 32. VACANCIES

The City and the Mayor will attempt to fill all vacancies within this bargaining unit in 30 days. In the event this is not possible, the Mayor or his designee will notify the BPBA of the delay.

### 33. DRUG TESTING

#### A. PURPOSE OF PROVISION

1. The purpose of this provision is to establish a contract provision governing drug testing for members in the Binghamton Police Bureau, in order to maintain the parties' strong commitment to a safe and efficient work environment for members and the public they serve.

#### B. TESTING REQUIREMENTS

##### 2.1 Participation as a Condition of Employment.

All members of the collective bargaining unit must participate in the random drug-testing program described herein.

##### 2.2 Prohibited Behavior.

It is the intent of the parties that:

- a.) no member shall engage in the unauthorized use, sale, distribution, possession, or manufacture of any illegal drugs or controlled substances which are all listed in Section 2.3. (hereinafter referred to as illegal drugs or controlled substances) while on duty or while in a City vehicle;
- b.) no member shall report to work unfit for duty, at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming illegal drugs, or controlled substances;
- c.) in some cases, the use of authorized prescription or over-the-counter drugs may cause impairment that prohibits the member from performing police officer duties. It is the responsibility of the member taking any prescription drug(s) or over-the-counter medications that he/she knows may impair performance to consult with his/her physician or pharmacist regarding its effects and to inform his/her supervisor if he/she may be impaired. A member may be required to have his/her physician certify that a given medication or drug does or does not adversely affect the member's fitness for duty.

## 2.3 Drug Testing Procedures

Drug testing in all circumstances set forth in 2.4, will be conducted by analyzing the member's urine specimen as hereinafter defined. Specimens will be collected in an off-site facility that must meet the requirements of Appendix "A" to assure privacy and the integrity of specimen collection. The member will provide a urine specimen, which will be sealed and labeled by an authorized agent of the testing organization. A chain of custody document will be completed. The specimen will then be shipped to a certified laboratory. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification, and integrity will not be compromised. If the procedures of this paragraph are not complied with, then the test result will be deemed a negative test for drugs and controlled substances.

Only an initial screening test will be performed. If the test is positive for one or more drugs, then a confirmation test will be performed for each identified drug using a gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation test is intended to ensure that over-the-counter medications are not reported as positive results.

This policy expressly provides that the collection protocol will include split specimen techniques. That is, each urine specimen is sub-divided into two containers labeled as primary and split specimens. Both specimens will be forwarded to a laboratory certified by the U.S. Department of Health and Human Services (DHHS). Only the primary specimen will be used in the initial urinalysis. The split specimen will remain sealed and stored unless, and until, it is required for confirmation of a positive test. All test results from DHHS certified laboratory must only be sent to the medical review officer.

All drug test results are reviewed and interpreted by a physician, Medical Review Officer (MRO).

If the laboratory reports a positive result to the MRO, then the MRO contacts the member and conducts an interview to determine if there is a medical explanation for the presence of a controlled substance in the specimen. If the member provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported to the City as a negative.

The split specimen procedures will provide the member with an opportunity for a second opinion. If the member disagrees with the findings and conclusions of the MRO and wishes to have the split specimen tested, he/she shall inform the MRO within 72 hours of the interview and request that the split specimen be sent to another DHHS certified laboratory for analysis. All costs associated with the testing of the split specimen shall be paid by the member unless the results are negative in which case the City shall be responsible for the costs. No notification of test results will be given to the Director of Personnel and Public Safety until the results of the split specimen are reported to the MRO and discussed with the member. Only cases where both results of a split specimen test and the initial test are determined to be positive by the MRO will the test be reported to the Director of Personnel and Safety as positive. All other results where a split specimen shows negative results

will be reported to the Director of Personnel and Safety as negative.

Urine specimens are analyzed for the following drugs:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

#### 2.4 Circumstances for Testing.

The parties agree that all drug tests for drugs and controlled substances listed in section 2.3. will be performed pursuant to section 2.3 and will be given to City police officers in the following circumstances:

- a. Reasonable Suspicion Testing. Reasonable suspicion that a member may be abusing drugs exists when objective facts and observations are brought to the attention of a supervisor officer and, based upon the reliability and weight of such information, together with the supervisor officer's own observations, the supervisor officer can reasonably infer or suspect that a member may be under the influence of drugs. Reasonable suspicion may be supported by the unauthorized purchase, sale or possession of drugs; the unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his duties; and other objective criteria such as slurred speech, staggering or impaired gait or other behavioral indicators as may be taught to supervising officers by a substance abuse professional from the City's EAP vendor. The above is intended to be representative, but not all inclusive, of situations that might constitute reasonable suspicion. Any factors that contribute to the supervisor officer's conclusion that reasonable suspicion exists must be documented in writing immediately. Notwithstanding the last sentence, the supervisor officer must, in addition to reported facts, make his/her own observation so that the supervisor officer can reasonably infer or suspect that such member may be under the influence of drugs.

Supervisor officers must immediately bring their written observations to the attention of the Chief or Acting Chief of Police. This supervisor officer must obtain the consent of the Chief or Acting Chief before testing can take place. Once the Chief or Acting Chief gives consent to testing, the supervisor police officer will make arrangements for the member to be taken to the test facility. Upon the completion of test the supervisor police officer will make arrangements for the member to be taken to the member's home.

- b. Post-Accident Testing Involving Loss of Human Life. In all cases of any on duty City police officer involved in an accident while operating a City vehicle, involving the loss of human life or serious physical injury as defined in New York Penal Law Section 10.00(10), post-accident drug tests pursuant to 2.3 will be administered to the City police officer(s) driving the vehicle. Drug testing must be performed immediately following the accident, or as soon thereafter as is reasonably possible.
- c. Random Testing. The selection of members for random drug testing, pursuant to 2.3 shall be made by a scientifically valid random-number selection method as determined by the City's testing vendor. The selection method shall assure that each member shall have an equal chance of being tested each time the selections are made. Selection shall be determined by the City's testing vendor contracted to administer the drug testing. The parties agree that the testing selection method and vendor cannot be changed except by written mutual consent. The current testing vendor (UHS Occupational Health Center) is using a computer program called SYSTOC to do the selection of members for random testing.

Ten percent (10%) of the bargaining unit will be tested annually on a random basis for the purpose of detecting the presence of illegal drugs. No random testing for alcohol shall be performed. The test dates shall be spread reasonably throughout the year by the testing vendor with no established pattern. Random testing will be unannounced. In person



notification and test arrangements will be made by the Police Chief or his designee.

Members shall not be informed and sent for random testing pursuant to 2.3 unless, and until, the member is physically present at work. In no case will a member be ordered to report to duty for the sole purpose of being tested or being informed of the need for such a test.

Once a member has been notified in person that he/she has been selected for random testing, the member shall be advised of the location of the collection site, currently 33 Mitchell Avenue, 2nd floor Summit Building. The member shall report immediately to the collection site. Members shall be individually and discreetly notified to report to the collection site. Members are not required to be in uniform when reporting to the collection site. The City will inform the personnel at the collection site that the member's identity must not be publicly disclosed at the collection site or during the collection process except to collection site personnel. Appendix "A" which is attached, sets forth the drug testing procedures.

- d. Return-to-Duty Testing. Before any member is allowed to return to full duty following a verified positive drug test result, that member must undergo a return to duty test. Any return to duty drug test result must indicate a verified negative result for the presence of any illegal drug listed in 2.3. In addition, before a return to duty drug test is performed, the member must be evaluated by a substance abuse professional (SAP) at the City's Employee Assistance Program (EAP), who shall determine what assistance, if any, the member may need and shall determine whether the member has subsequently followed all recommendations made by the SAP, including participation in any rehabilitation program.
- e. Follow-up Testing. If, and when, a member who has tested positive for illegal drugs is allowed to return to full duty, such a member shall be subject to unannounced follow-up testing for at least twelve (12) months but not for more than sixty (60) months. The

frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the member has returned to duty. The cost of all follow-up testing shall be paid in full by the member and failure to pay such cost will subject the member to disciplinary action up to, and including, termination.

After the designated follow up period in this section of satisfactory compliance and negative test results, the Personnel and Safety Director will purge and destroy all records related to the member's initial testing and any subsequent documentation of the preceding designated follow up period in this regard. In no case, once these documents are purged and destroyed, will any documents or reference to such documents be made by the Personnel and Safety Director in any personnel decision.

## 2.5 Behavior that Constitutes a Refusal to Submit to a Test.

The following actions or behavior shall constitute a refusal to submit to a required test described in 2.3, including but not limited to the following (unless the member has a reasonable explanation):

- a. refusal to take the test;
- b. inability to provide sufficient quantities of urine to be tested without a valid medical explanation provided by the member's personal physician as soon as reasonably possible;
- c. tampering with, or attempting to adulterate, the specimen or collection procedure;.
- d. failure to report to the collection site immediately;  
or
- e. failure to remain readily available for post-accident testing, as described in paragraph 2.3(b) when applicable.

Any behavior described in Section 2.5 that constitutes a refusal to submit to a test will be considered as a

positive test of the member and Section 2.6 will then apply.

## 2.6 Consequences of a Positive Drug Test.

A member who has a positive drug test result pursuant to the procedures of 2.3, must be immediately removed from full duty and placed in a modified police officer duty capacity without loss of pay or benefits, unless the member is unfit to perform modified police officer duty as determined by the medical review officer. If the member is unable to return to duty then the member may use sick leave or any other accumulated leave time. Any member who has a verified positive drug test result pursuant to section 2.3 shall surrender his/her firearm weapon(s) to the Police Chief or his designee. The member will not be allowed to return to full duty until the member has been evaluated by a substance abuse professional. The member must make an appointment to see a substance abuse professional at the City's EAP within five (5) calendar days of being informed by the MRO of a final positive drug test result. Thereafter, the substance abuse professional will make a determination as to whether the member should be allowed to continue working in a modified duty capacity or returned to full duty. Depending on the extent of treatment determined necessary by the substance abuse professional and any referral agency, the officer may be allowed to continue on modified duty or be placed on sick leave or any other accumulated leave time while under treatment.

In addition, before any member who has tested positive returns to full duty, the member must undergo and pass a return-to-duty drug test pursuant to 2.4 with a negative result. Should the member fulfill all the initial requirements as outlined above and as determined by the EAP substance abuse professional, the member shall be allowed to return to full duty after executing a written "last chance" agreement which shall contain the following elements:

- A brief review of the circumstances involving the positive test result, the administrative action taken, the fact that the member sought, and has completed, an initial course of treatment and further agrees to continue participation in the professionally recommended treatment program(s);

- The member will agree to execute proper authorization forms to allow all treatment providers permission to communicate with the City's Personnel and Safety Director

regarding compliance with all recommended treatment programs;

-The member will agree, as a condition of continued employment, to submit to follow-up drug testing (at the member's expense) as set forth in section 2.4.e.;

-In the event the member should test positive for drugs at any time during this designated follow up period as set forth in 2.4.e, the officer shall be subject to automatic dismissal with no recourse to the contractual grievance procedure, the courts, or any other administrative appeals process except where: 1. any EAP recommended compliance issues not involving a positive drug test result is alleged; or 2. any alleged breach of chain-of-custody issues is alleged. If either of these exceptions are alleged, then there will be no automatic dismissal and the member will have recourse to the contractual grievance procedure. In all other cases the City's Personnel and Safety Director shall be the sole and exclusive arbitrator, with final and binding authority, of any disputes that a member may wish to bring regarding the officer's compliance or non-compliance with the terms and conditions of the "last chance" agreement. Any outside arbitrator, hearing officer or judge hearing a claim regarding any alleged breach of chain-of-custody by the City's testing vendor or the testing laboratory or compliance issues defined above shall be bound by the fact that the member shall have the burden of proof, by a preponderance of the evidence. No other collateral issues shall be considered or determined. The outside arbitrator hearing officer or judge's decision on the grievance can include dismissal of the member or a finding of compliance or lack of custody or any other remedy fashioned by the arbitrator, hearing officer or judge.

## 2.7 Confidentiality of Test Results.

The City of Binghamton Personnel and Safety Director, the drug-testing laboratory and the medical review officer shall maintain member drug testing results and records under strict confidentiality. The results cannot be released to any other party without the written consent of the member. Exceptions to these confidentiality provisions are limited to a decision-maker in arbitration, litigation, or other administrative proceedings involving the member's continued employment with the City. If

the member ceases to be an employee of the City, then all results under this provision (arising from a positive drug test) or other violation of these rules must be destroyed. Statistical records and reports are maintained by the City of Binghamton and the drug testing provider. This information is aggregate data and is used only to monitor the effectiveness of the program; therefore names of participants will not be retained. Drug testing results from the MRO must be sent by first class mail or overnight delivery to the attention of the Director of Personnel and Safety.

Notwithstanding the previous paragraph, the Chief of Police, Corporation Counsel and the Mayor will be advised of the results; but all records will be in the custody of the Director of Personnel and Safety and subject to the confidentiality provisions set forth herein.

## 2.8 Training for Supervisor Officers.

The City of Binghamton shall ensure that all supervisor must receive a minimum of sixty (60) minutes of in service training and a minimum of sixty (60) minutes of training on controlled substance use. The training shall include the physical, behavioral, speech, and performance indicators of probable use of controlled substances. The training shall also include an overview of the program requirements, disciplinary procedures, confrontation and documentation procedures, and rehabilitation and treatment options which are available through the City of Binghamton's Employee Assistance Program (EAP).

## 2.9 Training for City Police Officers.

The City of Binghamton shall ensure that all members shall have in-service training for a minimum of sixty (60) minutes on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, as well as the manifestations and behavioral signs that may indicate prohibited use, as per the training materials (video and written) provided by the City's EAP.

## C. IMPLEMENTATION OF PROVISIONS

This provision will become effective only upon the performance of the following event: The City of Binghamton will, pursuant to a random or other drug test, test at least 10% of the City's administrative staff and managerial staff annually who are not currently members of a collective bargaining unit, including but not limited to the City of Binghamton's

administrative staff, managerial staff and all department heads. Furthermore, if any collective bargaining unit contract provision concerning drug testing has initially been implemented but has subsequently been terminated, then this provision will cease and be null and void.

#### 34. ALCOHOL ABUSE

Section 27 and 28 of the General Order Manual of the City's Bureau of Police Rules of Conduct, (attached hereto as Appendix C), are hereby incorporated by reference into and are subject to the provisions of the collective bargaining agreement, including but not limited to Section 33, Drug Testing, except that the random drug testing requirements of this provision are not applicable.

#### 35. ON-CALL PAY FOR DETECTIVES

The Detective Division of the Police Bureau assigns up to four (4) detectives each day to act in an on-call capacity between the hours of 4PM and 8AM. The City agrees to pay each detective who works in an on-call capacity one hour of overtime. The Police Chief shall have the right to promulgate a general order regarding this subject including the issue of any detective who is on-call and does not respond when called in.

#### 36. PURCHASE OF DUTY SIDEARM UPON RETIREMENT

A. Any member with twenty (20) or more years of service in the City of Binghamton Police Bureau at the time of his/her retirement may elect to purchase his/her duty sidearm at the agreed upon fair market value.

B. Said purchase may be by cash payment or deduction from the member's retirement buyout at the time of his/her retirement.

C. Members who resign or retire prior to completing twenty (20) years of service with the City of Binghamton Police Bureau, members who are retiring under threat of disciplinary action, or members who medically retire as a result of mental disease, disorder of defect are excluded from this section of this Agreement.

37. Effective 1/1/2015, all members serving as Field Training Officers (FTO's) will be paid an additional \$25.00 per day while actively serving in the role of a FTO. On 1/1/2016 members

serving as FTO's will be paid one hour of overtime per shift worked while serving in the role of an FTO.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

DATED: April 30 , 2015  
Binghamton, New York

THE CITY OF BINGHAMTON, NEW YORK

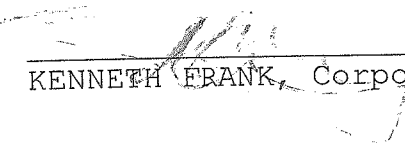
BY   
RICHARD DAVID, MAYOR

THE BINGHAMTON POLICE  
BENEVOLENT ASSOCIATION, INC.

BY   
Robert Fimbres PRESIDENT

BY   
Becky Sutliff, TREASURER

APPROVED AS TO FORM:

  
KENNETH FRANK, Corporation Counsel

STATE OF NEW YORK )  
COUNTY OF BROOME ) SS:  
CITY OF BINGHAMTON )

On this 30<sup>th</sup> day of April, 2015 before me, the subscriber personally came Richard David; who being duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the foregoing instrument; that he knows the seal of said City; and that the seal affixed to said instrument is such corporate seal, and that he signed his name thereto.

Notary Public

STATE OF NEW YORK )  
COUNTY OF BROOME ) SS:  
CITY OF BINGHAMTON )

On this 30<sup>th</sup> day of April, 2015, before me personally appeared Robert Fimbres and Becky Sutliff who being by me duly sworn, did depose and say: That they are the President and Treasurer of the organization respectively named in and which executed the foregoing instrument a they signed their names thereto.



Notary Public

BRIAN M. SEACHRIST  
Notary Public, State of New York  
No. 02SE6072338  
Qualified in Broome County  
Commission Expires March 28, 2018



# Police Salaries

For employees hired prior to or on 01/01/2013:

	2014 Revised	2.25% Raise 2015	2.25% Raise 2016	2.25% Raise 2017	pays 1-13 1.25% Raise 1/1/2018	pays 14-26 1.25% Raise 7/1/2018	pays 1-13 1.25% Raise 1/1/2019	pays 14-26 1.25% Raise 7/1/2019
Captain	84,547.00	86,449.00	88,394.00	90,383.00	91,513.00	92,657.00	93,815.00	94,988.00
Lieutenant	79,148.00	80,929.00	82,750.00	84,612.00	85,670.00	86,741.00	87,825.00	88,923.00
Sergeant	73,853.00	75,515.00	77,214.00	78,951.00	79,938.00	80,937.00	81,949.00	82,973.00
Officer Grade 1								
(more than 3 yrs service)	66,676.00	68,176.00	69,710.00	71,278.00	72,169.00	73,071.00	73,984.00	74,909.00
Officer Grade 2								
(24-35 months)	61,512.00	62,896.00	64,311.00	65,758.00	66,580.00	67,412.00	68,255.00	69,108.00
Officer Grade 3								
(12-23 months)	55,967.00	57,226.00	58,514.00	59,831.00	60,579.00	61,336.00	62,103.00	62,879.00
Officer Probationary								
(less than 12 months)	42,355.00	43,308.00	44,282.00	45,278.00	45,844.00	46,417.00	46,997.00	47,584.00

For employees hired after to 01/01/2013:

	2014 Revised	2.25% Raise 2015	2.25% Raise 2016	2.25% Raise 2017	pays 1-13 1.25% Raise 1/1/2018	pays 14-26 1.25% Raise 7/1/2018	pays 1-13 1.25% Raise 1/1/2019	pays 14-26 1.25% Raise 7/1/2019
Captain	84,547.00	86,449.00	88,394.00	90,383.00	91,513.00	92,657.00	93,815.00	94,988.00
Lieutenant	79,148.00	80,929.00	82,750.00	84,612.00	85,670.00	86,741.00	87,825.00	88,923.00
Sergeant	73,853.00	75,515.00	77,214.00	78,951.00	79,938.00	80,937.00	81,949.00	82,973.00
Officer Grade 1								
(more than 5 yrs service)	66,676.00	68,176.00	69,710.00	71,278.00	72,169.00	73,071.00	73,984.00	74,909.00
Officer Grade 2								
(48-59 months)	61,881.00	63,273.00	64,697.00	66,153.00	66,980.00	67,817.00	68,665.00	69,523.00
Officer Grade 3								
(36-47 months)	58,626.00	59,945.00	61,294.00	62,673.00	63,456.00	64,249.00	65,052.00	65,865.00
Officer Grade 4								
(24-35 months)	52,118.00	53,291.00	54,490.00	55,716.00	56,412.00	57,117.00	57,831.00	58,554.00
Officer Grade 5								
(12-23 months)	45,255.00	46,273.00	47,314.00	48,379.00	48,984.00	49,596.00	50,216.00	50,844.00
Officer Probationary								
(less than 12 months)	40,118.00	41,021.00	41,944.00	42,888.00	43,424.00	43,967.00	44,517.00	45,073.00



# Legislative Branch

RL Number:

15-86

Date Submitted:

4/30/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Jeremy Pelletier, City Clerk

Title/Department: City Clerk's Office

Contact Information: 607-772-7005

### RL Information

Proposed Title: An Ordinance authorizing the sale of 126 Eldredge Street to Hudson Chenango Realty, LLC for \$500.00

Suggested Content: Approved by E&A on April 29, 2015 as a quit claim deed subject to the rights of others

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

### OFFICE USE ONLY

Mayor: \_\_\_\_\_

Comptroller: \_\_\_\_\_

Corporation Counsel: \_\_\_\_\_

Finance ☐ Planning ☒ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



## OFFICE OF THE CITY CLERK • CITY OF BINGHAMTON

William Berg, City Council President  
Jeremy Pelletier, City Clerk

### OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

#### PROPERTY INFORMATION

Street Address of Property: 126 Eldredge St.  
Tax Parcel Identification Number: 160.27-1-19  
Current Use of Property: ☐ Residential ☐ Commercial ☐ Mixed Use ☒ Vacant Lot  
Offered Purchase Price: \$ 500.00

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

Adjacent property owner desires to purchase this vacant strip of property to ensure unrestricted access to their property.

#### APPLICANT INFORMATION

Applicant Name: Hudson-Chenango Realty, LLC  
Note: If the applicant is a company or corporation, please list all shareholders or members.  
Mailing Address: 182 West Allendale Ave Allendale, NJ 07401  
X Telephone Number(s): 201-785-8881  
X Email Address: WRK@SLXCapital.com

Please list any other properties owned by the Applicant located within Broome County.

123 Eldredge St - 160.27-1-15  
125 Eldredge St - 160.27-1-17  
40 Liberty St - 160.27-1-20

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature

2/6/15

Date



# Legislative Branch

RL Number:

15-87

Date Submitted:

4/30/2015

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Jeremy Pelletier, City Clerk

Title/Department: City Clerk's Office

Contact Information: 607-772-7005

### RL Information

Proposed Title: An Ordinance authorizing the sale of Water Street-Public Right of Way (L74 Pg. 356) for \$5,200 to Ellis Brothers and Joseph Inc.

Suggested Content: Approved by E&A on April 29, 2015

### Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): \_\_\_\_\_

### OFFICE USE ONLY

Mayor: \_\_\_\_\_

Comptroller: \_\_\_\_\_

Corporation Counsel: \_\_\_\_\_

Finance ☐ Planning ☒ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



# OFFICE OF THE CITY CLERK ■ CITY OF BINGHAMTON

Teri Rennia, City Council President  
Angela Holmes, City Clerk

## OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

### PROPERTY INFORMATION

Street Address of Property: Water Street - Public Right of Way (LT4 p 356)  
Tax Parcel Identification Number: please see attached.  
Current Use of Property: ☐ Residential ☐ Commercial ☐ Mixed Use ☒ Vacant Lot  
Offered Purchase Price: \$5200.00 (20' x 116.75' = 2335.5' x \$2.25/area Alley)

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

The applicant proposes to purchase an alley which is located adjacent to 162 Water St - former Ellis Bros. Contemporary Furniture Store which was destroyed by fire. The applicant plans to add this alley to the vacant building lot to create a private parking area, all existing rights of access will be preserved.

### APPLICANT INFORMATION

Applicant Name: Ellis Bros. + Joseph Inc. Thomas M. Ellis, Charles T. Ellis, Richard T. Ellis  
Note: If the applicant is a company or corporation, please list all shareholders or members.  
Mailing Address: 159 Washington Street Binghamton, NY 13901  
Telephone Number(s): 607-722-6401  
Email Address: —

RECEIVED

Please list any other properties owned by the Applicant located within Broome County.

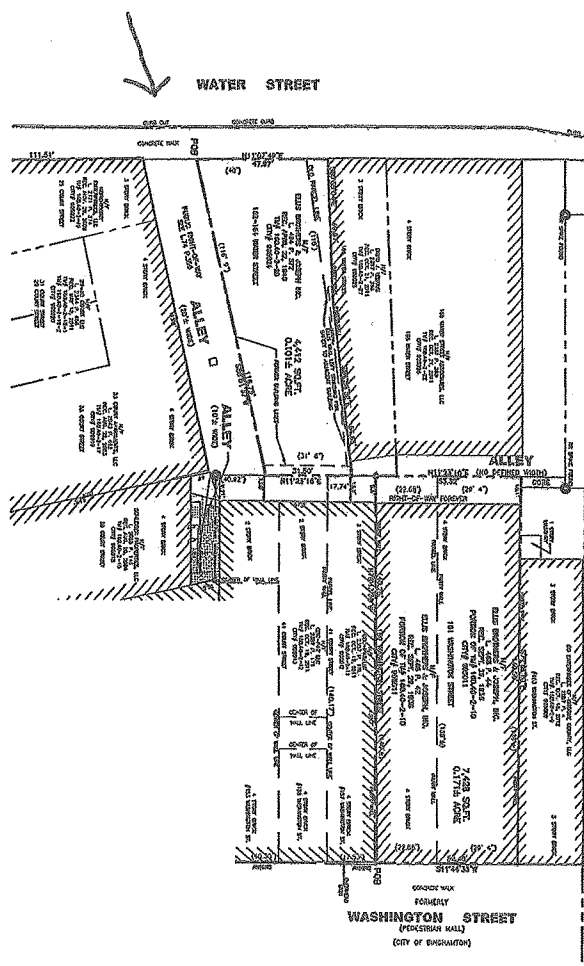
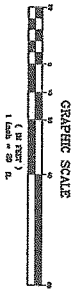
159-161 Washington St.  
Contract vendee - 1 Hawley Street

JUL 14 2014

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Gerald Grace Campbell as attorney-agent for applicant  
Signature \_\_\_\_\_ Date \_\_\_\_\_



1. Survey was made by ELLIS BROTHERS & JOSEPH, INC., INC. (a NY LLC), on or about 10/10/2014, for the purpose of preparing this site plan. The survey was made in accordance with the provisions of the Easement Agreement between the City of Binghamton and the State of New York, dated 10/10/2014, and the provisions of the Easement Agreement between the City of Binghamton and the State of New York, dated 10/10/2014.

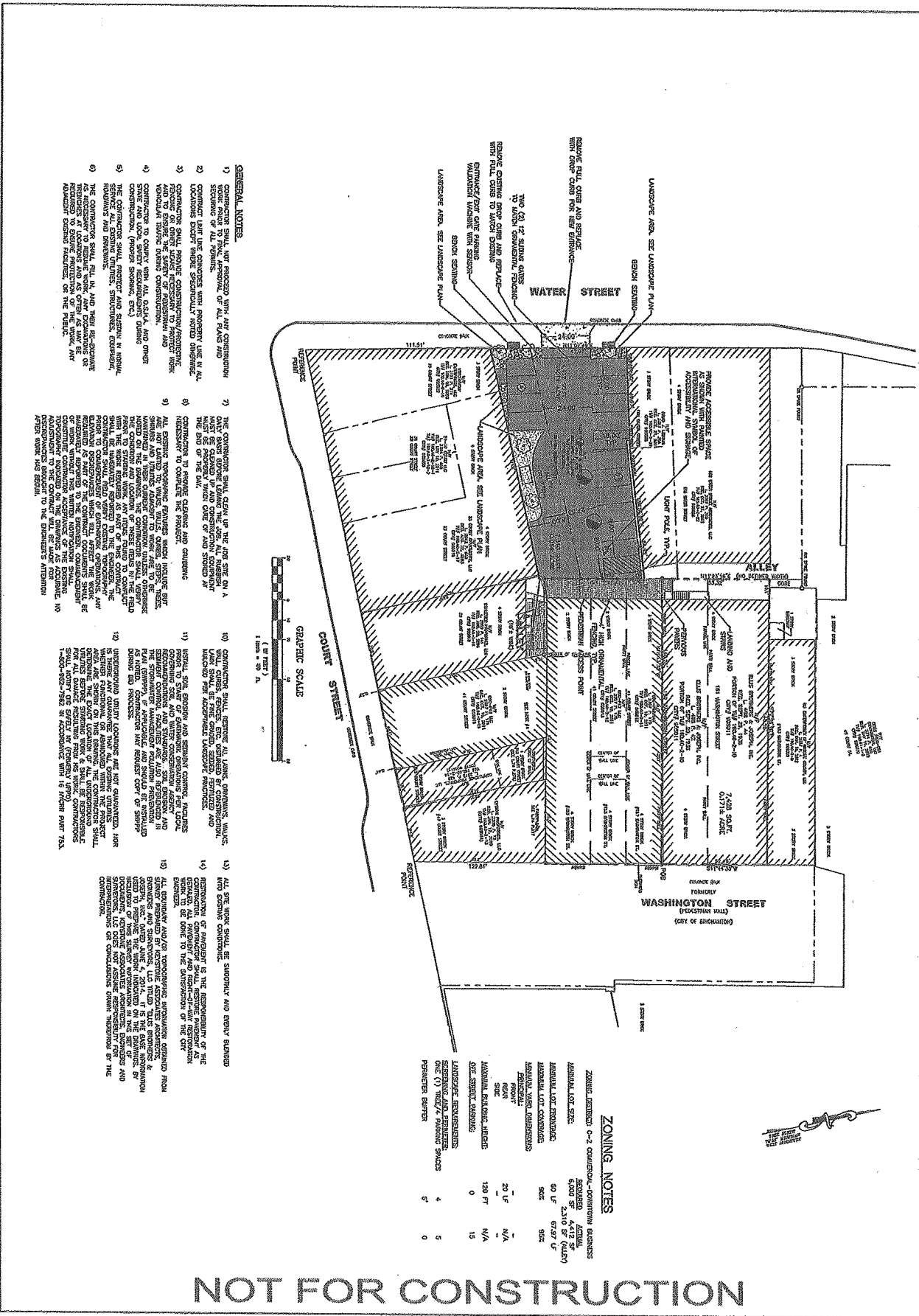
- NOTES:**
1. THE PROPERTY SHOWN ON THIS SITE PLAN IS THE PROPERTY OF THE CITY OF BINGHAMTON, NEW YORK, AND IS SUBJECT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014, AND THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014.
  2. THE PROPERTY SHOWN ON THIS SITE PLAN IS THE PROPERTY OF THE CITY OF BINGHAMTON, NEW YORK, AND IS SUBJECT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014, AND THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014.
  3. THE PROPERTY SHOWN ON THIS SITE PLAN IS THE PROPERTY OF THE CITY OF BINGHAMTON, NEW YORK, AND IS SUBJECT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014, AND THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014.
  4. THE PROPERTY SHOWN ON THIS SITE PLAN IS THE PROPERTY OF THE CITY OF BINGHAMTON, NEW YORK, AND IS SUBJECT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014, AND THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014.
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  10. THE PROPERTY SHOWN ON THIS SITE PLAN IS THE PROPERTY OF THE CITY OF BINGHAMTON, NEW YORK, AND IS SUBJECT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014, AND THE EASEMENT AGREEMENT BETWEEN THE CITY OF BINGHAMTON, NEW YORK, AND THE STATE OF NEW YORK, DATED 10/10/2014.

**LEGEND**

- ( ) RECORD CORNER
- PROPERTY LINE
- VAC. L&P LINE
- OPENED DITCHES

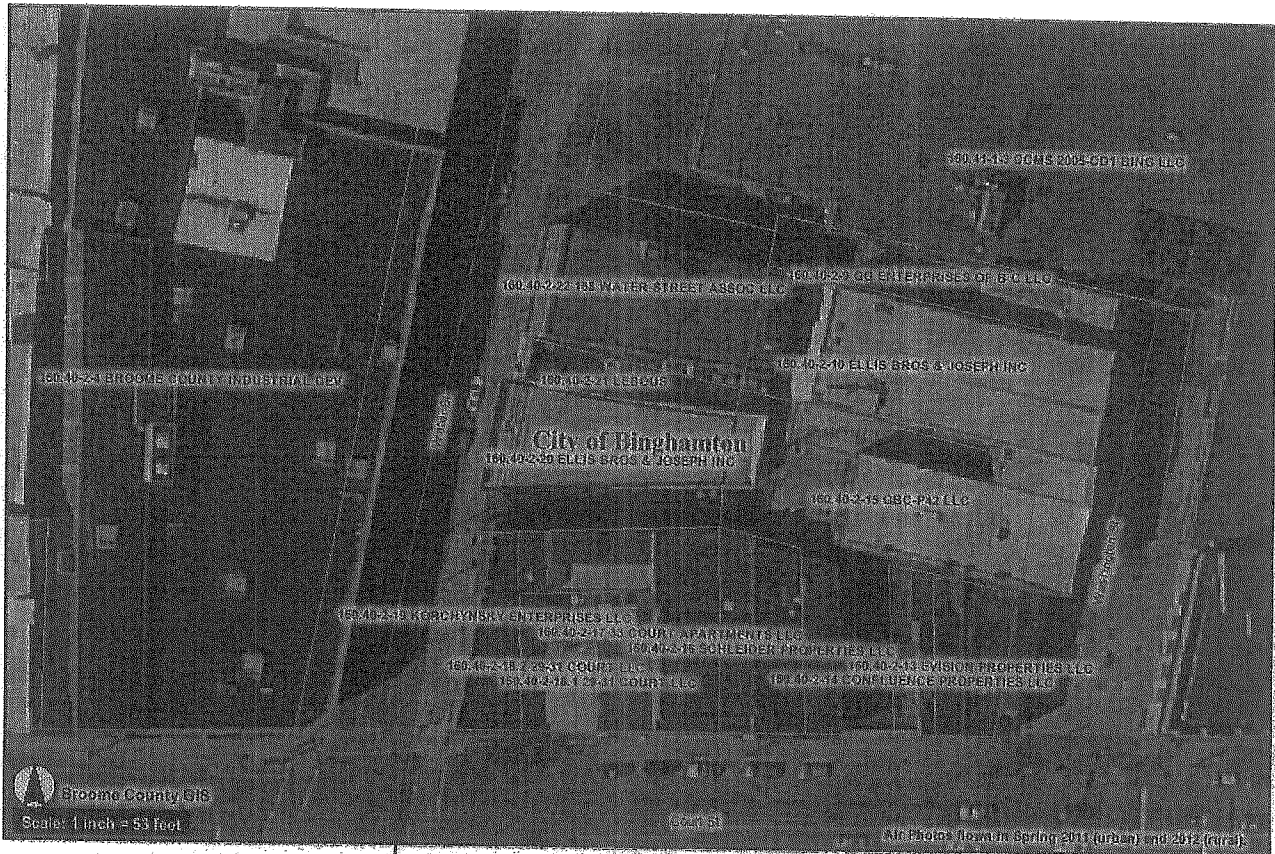
**NOT FOR CONSTRUCTION**

<b>ELLIS BROTHERS &amp; JOSEPH, INC.</b> CITY OF BINGHAMTON BROOME COUNTY, NEW YORK <b>EXISTING SITE CONDITIONS</b>		SHEET NO. <b>C010</b> PROJECT NO. <b>20140101</b> DATE <b>10/10/2014</b>	PREPARED BY <b>KEYSTONE ASSOCIATES</b> CHECKED BY <b>KEYSTONE ASSOCIATES</b> DATE <b>10/10/2014</b>	55 Exchange Street Binghamton, New York 13901 Phone: 607.721.1100 Fax: 607.721.2515 Email: kbf@keystonecomp.com www.keystonecomp.com
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NOT FOR CONSTRUCTION

<b>ELLIS BROTHERS, INC.</b> 162-164 WATER STREET CITY OF BINGHAMTON BROOME COUNTY, NEW YORK		<b>KEYSTONE ASSOCIATES</b> 58 Exchange Street Binghamton, New York 13901 Phone: 607.732.1100 Fax: 607.732.1515 Email: info@keystone.com www.keystone.com	
<b>LAYOUT AND DIMENSION PLAN</b>		SHEET NO. C100 DATE: 05/12/2014	



Broome County, New York | Unified Parcel Information System | Web: [www.bcgis.com](http://www.bcgis.com) | Phone: 607-778-6505  
DISCLAIMER: Broome County does not guarantee the accuracy of the data presented. Information should be used for reference purposes only. Always check primary sources when accuracy is essential.

alley





# Legislative Branch

RL Number:

15-88

Date Submitted:

05/11/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

Request submitted by: Richard Perkins

Title/Department: Acting City Engineer, Engineering

Contact Information: rkperkins@cityofbinghamton.com, 772-7007

### RL Information

Proposed Title: Resolution to adopt a citizen participation plan as required under the NYS

Community Development Block Grant-Disaster Recovery (CDBG-DR) Program

Suggested Content: Participation in the NYS CDBG-DR program requires the adoption of a citizens participation plan to comply with Section 508 of the Housing and Community Development Act of 1974.

### Additional Information




Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R14-68

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

**OFFERED BY**  
**SECONDED BY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO ADOPT A CITIZEN PARTICIPATION PLAN AS REQUIRED  
UNDER THE NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT-  
DISASTER RECOVERY (CDBG-DR) PROGRAM.**

**WHEREAS**, the City of Binghamton is a subrecipient receiving New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) funds, as administered by the Housing Trust Fund Corporation, Governor's Office of Storm Recovery (GOSR) to assist in addressing unmet needs from either Hurricane Irene, Tropical Storm Lee, or Superstorm Sandy; and,

**WHEREAS**, participation in the New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Program requires the adoption and implementation of a Citizen Participation Plan to comply with Section 508 of the Housing and Community Development Act of 1974, as amended; and,

**WHEREAS**, the purpose of this plan is to provide for and encourage citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Binghamton City Council that the attached New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Citizen Participation Plan be hereby officially adopted for implementation in the City of Binghamton's New York State CDBG-DR Program.

**THE CITY OF BINGHAMTON  
NEW YORK STATE  
GOVERNOR'S OFFICE OF STORM RECOVERY (GOSR)  
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROGRAM**

**CITIZEN PARTICIPATION PLAN**

The City of Binghamton has adopted the following Citizen Participation Plan to meet the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1974, as amended, and the program policies of the New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Program.

The City of Binghamton is committed through adoption of this plan to the full and total involvement of all residents of the community in the composition, implementation, and assessment of its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program. Attempts will be made to reach all citizens, with particular emphasis on participation by persons of low and moderate income, residents of slum and blighted areas, and of areas in which funds are proposed to be used. A copy of this plan will be made available to the public upon request.

As part of the citizen participation requirements and to maximize citizen interaction, the City of Binghamton shall:

- 1) Provide citizens with reasonable and timely access to local meetings, information, and records relating to the State's proposed method of distribution, as required by the Secretary of Housing and Urban Development, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- 2) When applicable, provide for public hearings and respond to proposals and questions at all stages of the community development program. These hearings will consist of the development of needs and proposed activities and review of program performance. These hearings will be held after adequate notice, a minimum of five (5) calendar days, at times and locations convenient to potential or actual beneficiaries with accommodations for persons with disabilities;
- 3) Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income and residents of slum and blighted areas as well as those affected by the proposed project;
- 4) Provide technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals;
- 5) Where applicable, identify how the needs of non-English speaking residents will be met in the case of public hearings; and

- 6) Provide for a formal written procedure that will accommodate a timely written response, within fifteen (15) days where practicable, to written complaints and grievances.

## **I. PUBLIC HEARINGS**

If a public hearing is held to obtain citizen input, notices informing citizens of any public hearings will appear in the official newspaper or in a newspaper having general circulation within the municipality, of the City of Binghamton a minimum of five (5) calendar days prior to the hearing. In addition, notices will also be posted publicly in municipal office buildings and the hearing will be publicized through local community organizations, and/or posting of information in LMI areas. Hearings will be held at times and locations convenient to potential or actual beneficiaries with accommodations for individuals with disabilities and non-English speaking persons. Whenever possible, these hearings will be held within or near the LMI areas, at times affording participation by the most affected residents.

Written minutes of the hearings and an attendance roster will be maintained by the City of Binghamton.

## **II. APPLICATION**

1. Seven (7) calendar days, at a minimum, prior to the scheduled submittal of the application for project funding through the NY Rising Community Reconstruction Program or Infrastructure Program, a notice shall appear in the official newspaper, if applicable, or in a newspaper having general circulation within the municipality, informing the citizens of the following:
  - a. Proposed submittal date of the application;
  - b. Proposed objectives;
  - c. Proposed activities;
  - d. Location of proposed activities;
  - e. Dollar amount of proposed activities; and
  - f. Location and hours the application is available for review.

In addition, the notice shall state "all citizens, particularly persons of low and moderate income and residents of slum and blighted areas as well as those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:

City of Binghamton  
38 Hawley Street, 4<sup>th</sup> Floor  
Binghamton, New York 13901"

2. The public notice will also state that the following information is available:
  - a. The amount of funds, including program income, available for proposed community development disaster recovery activities for the current fiscal year;
  - b. The range of CDBG-DR activities that may be undertaken,
  - c. The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefitting low and moderate income persons; and
  - d. The plan(s) designated for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by the City of Binghamton to persons actually displaced as a result of such activities.
3. In addition, the application will be published on the City of Binghamton's website.

Comments received, along with the response, will be incorporated in the application to the New York State Governor's Office of Storm Recovery (GOSR) or the application will be withdrawn if necessary.

### **III. AMENDMENTS**

Program amendments, which substantially alter the CDBG-DR project from that approved in the original application, shall not be submitted to the State without publication of notice in the official newspaper, if applicable, or in a newspaper having general circulation within the municipality, informing citizens of the following:

- a. Proposed submittal date of the amendment;
- b. Proposed objectives;
- c. Proposed activities;
- d. Location of proposed activities;
- e. Dollar amount of proposed activities; and
- f. Location and hours the application is available for review.

In addition, the notice shall state "all citizens, particularly persons of low and moderate income and residents of slum and blighted areas as well as those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:

City of Binghamton  
38 Hawley Street, 4<sup>th</sup> Floor  
Binghamton, New York 13901"

Any comments received including the responses will be submitted with the request for the amendment.

Citizens may, at any time, contact GOSR directly to register comments, objections, or complaints concerning the subrecipient's CDBG-DR application(s), amendment(s), and/or performance. Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting GOSR.

#### **IV. CONSIDERATION OF OBJECTION TO APPLICATION OR AMENDMENT**

Persons wishing to object to approval of an application or amendment by the State may make such objection known to:

New York State  
Governor's Office of Storm Recovery  
25 Beaver Street  
Post Office Box 230  
New York, New York 10004  
Email: [citizenparticipation@stormrecovery.ny.gov](mailto:citizenparticipation@stormrecovery.ny.gov)

#### **V. LIMITED ENGLISH PROFICIENCY**

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English attend public hearings, the City of Binghamton will provide an interpreter for dissemination of information to them provided the City of Binghamton is given sufficient notification of three (3) calendar day(s). Documents will be available in the appropriate languages for the geographic area served by the City of Binghamton.

#### **VI. TECHNICAL ASSISTANCE**

Technical assistance may be provided directly by the City of Binghamton to any citizen, particularly to low and moderate income persons, residents of blighted neighborhoods and minorities, who request assistance in the development of proposals and statement of views concerning the CDBG-DR Program. Local officials will conduct informational meetings with the residents of the low to moderate income areas if a written request is received by the City of Binghamton with at least a one (1) week notification. The persons who conduct the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

## **VII. TIMELY ACCESS AND ADEQUATE INFORMATION**

The City of Binghamton shall provide timely disclosure of records, information and documents related to the CDBG-DR program activities. Documents will be made available for copying upon request at the City of Binghamton Offices, Monday thru Friday, 8:00 a.m. thru 4:00 p.m. Such documents may include the following:

1. All meetings and promotional materials;
2. Records of hearings and meetings;
3. All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications;
4. Copies of the regulations (final statements) concerning the program; and,
5. Documents regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions, and Environmental Procedures.

## **VIII. CITIZEN COMPLAINT PROCEDURE**

### **SECTION 1**

It is the policy of the City of Binghamton to review all complaints received.

### **SECTION 2**

The following procedures will be followed on all complaints received by the City of Binghamton:

1. The complainant shall notify the (designated official) of the complaint. The initial complaint may be expressed orally or by written correspondence.
2. The (designated official) will notify the Chief Elected Official or designated representative of the complaint within three (3) working days.
3. The Chief Elected Official or designated representative will investigate the complaint and will report the findings to the (designated official) within five (5) working days.
4. The (designated official) will notify the complainant of the findings of the Chief Elected Official or designated representative in writing or by telephone within five (5) working days.
5. If the complainant is aggrieved by the decision, he must forward the complaint in writing (if previously submitted orally) to the (designated official) who will forward the

complaint and all actions taken by the Chief Elected Official or designated representative to the appropriate committee for its review. This will be accomplished within thirty (30) working days of receipt of the written complaint.

6. The reviewing committee will have fifteen (15) working days to review the complaint and forward its decision to the complainant in writing.
7. If the complainant is aggrieved with the decision of the committee, he must notify the (designated official) in writing that he desires to be afforded a hearing by the City Council. The complainant will be placed on the next regularly scheduled agenda. The (designated official) will notify the complainant in writing of the date of the hearing.
8. The complainant must bring all relevant data, witnesses, etc., to the hearing. The City Council, at the hearing, will review the complaint and forward within fifteen (15) days a certified copy of the minutes of the meeting at which the hearing was conducted and a decision was rendered to the complainant. If a decision is not reached at the hearing, the (designated official) will inform complainant of an appropriate date to expect a response. Within five (5) working days of reaching a decision, the complainant will be notified in writing of the decision.

### SECTION 3

All citizen complaints relative to Fair Housing/Equal Opportunity violations alleging discrimination shall be forwarded for disposition to the:

**Fair Housing Complaints**  
New York State  
Office of the Attorney General  
Civil Rights Bureau  
120 Broadway  
New York, New York 10271  
(212) 416-8250 (Voice)  
(800) 788-9898 (TDD)  
Email: [civil.rights@ag.ny.gov](mailto:civil.rights@ag.ny.gov)  
Website: [www.ag.ny.gov](http://www.ag.ny.gov)

**Complaints of Discrimination**  
New York State  
Division of Human Rights  
One Fordham Plaza, 4<sup>th</sup> Floor  
Bronx, New York 10458  
(718) 741-8300 (Voice & TDD)  
Website: [www.dhr.state.ny.us](http://www.dhr.state.ny.us)



#### SECTION 4

The City of Binghamton will maintain a file for the purpose of keeping reports of complaints.

#### SECTION 5

This policy does not invalidate nor supersede the personnel or other policies of the City of Binghamton which are currently adopted, but is intended to serve as a guide for complaints.

#### SECTION 6

This policy may be amended by a majority vote at any of the City of Binghamton's regularly scheduled meetings.

#### ADOPTION

This Citizen Participation Plan was adopted by the City of Binghamton in regular session on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under Resolution No. \_\_\_\_\_.



# Legislative Branch

RL Number:

15-89

Date Submitted:

5/1/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

## REQUEST FOR LEGISLATION

*Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.*

### Applicant Information

**Request submitted by:** Richard Perkins

**Title/Department:** Acting City Engineer, Engineering

**Contact Information:** rkperkins@cityofbinghamton.com, 772-7007

### RL Information

**Proposed Title:** Resolution to adopt a procedure and policy for procurement of goods as required under the NYS Community Development Block Grant-Disaster Recovery (CDBG-DR) Program

**Suggested Content:** Participation in the NYS CDBG-DR program requires the adoption of procedure and policy for procurement of goods and services necessary for the implementation of projects funded under the program and shall comply with 24 CFR 85.36

### Additional Information

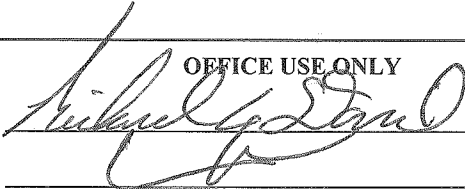


Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R14-68

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

OFFERED BY:

SECONDED BY:

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING THE FOLLOWING PROCEDURES AND POLICIES FOR THE CITY OF BINGHAMTON FOR THE PROCUREMENT OF GOODS AND SERVICES NECESSARY FOR THE IMPLEMENTATION OF PROJECTS FUNDED BY THE GOVERNOR'S OFFICE OF STORM RECOVERY OF THE NEW YORK STATE HOUSING TRUST FUND CORPORATION**

**WHEREAS**, in the aftermath of Superstorm Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013), as amended (the "Act"), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development ("HUD") for Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Superstorm Sandy and other eligible events, including Hurricane Irene and Tropical Storm Lee, in calendar years 2011, 2012, and 2013 (the "Storms"), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and,

**WHEREAS**, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, titled, *"Allocations, Common Applications, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (as amended),"* the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

**WHEREAS**, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (as amended),"* the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

**WHEREAS**, pursuant to the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,183), entitled *Third Allocation, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (as amended),"* the State has received a third allocation of CDBG-DR funds

from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); and

**WHEREAS**, the City of Binghamton has entered into a subrecipient agreement with the Governor's Office of Storm Recovery of the New York State Housing Trust Fund Corporation.

**NOW, THEREFORE BE IT RESOLVED** by the City of Binghamton City Council, on behalf of the City of Binghamton that the City of Binghamton shall follow these policies and procedures in the procurement of goods and services necessary for the implementation of projects funded by the Governor's Office of Storm Recovery of the New York State Housing Trust Fund Corporation:

#### **PROCUREMENT PROCEDURES**

The City of Binghamton will comply with the procurement standards required under 24 CFR 85.36 for all procurement activities utilizing CDBG-DR funds granted by the Governor's Office of Storm Recovery of the New York State Housing Trust Fund Corporation.

#### **AVOIDING PROCUREMENT OF UNNECESSARY OR DUPLICATIVE ITEMS OR SERVICES**

The director or supervisor of each department or agency of the City of Binghamton responsible for procurement of services, supplies, equipment, or construction obtained with Federal, State or Local funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the director or supervisor, an analysis should be made of lease versus purchase alternatives and any other analysis to determine the most economical approach.

#### **PROCUREMENT AND CONTRACT PROTEST PROCEDURES**

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against solicitations must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to Purchasing Agent or \_\_\_\_\_ [other officer of subrecipient]. The Purchasing Agent or \_\_\_\_\_ [other officer of subrecipient] may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.



# Office of the Mayor

RECEIVED

Mayor, Richard C. David  
Executive Assistant, Jared M. Kraham

APR 22 2015

April 17, 2015

OFFICE OF THE CITY CLERK  
CITY OF BINGHAMTON

Edward Hickey  
13 Haendel Street  
Binghamton, NY 13905

SUBJECT: APPOINTMENT - MEMBER  
HUMAN RIGHTS COMMISSION

Dear Mr. Hickey,

Pursuant to Local Law No. 11-3 adopted by the Council of the City of Binghamton creating and establishing the Binghamton Human Rights Commission (HRC) and based on the recommendation of the Mayor of the City of Binghamton you are hereby appointed an ex-officio member of the HRC. This appointment is effective immediately. This appointment will expire on December 31, 2016.

I am pleased to welcome you as a new member of the HRC. I wish you good luck and thank you in advance for your service to the City of Binghamton.

Please note that it is a requirement of the position to take an oath of office that you will support the Constitution of the United States and of the State of New York and faithfully discharge the duties of a HRC member according to the best of your ability. Please take the required oath of office before the City Clerk prior to assuming duty under this appointment.

Sincerely,

Richard C. David  
Mayor

cc: City Clerk  
File